

# PROPOSAL FOR ADDITIONAL LICENSES

## FT- BEND FILETRAIL LICENSE ADD-ON

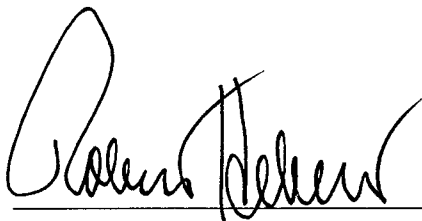
This pricing is good for sixty days from the date of this document. Prices may change without notice, but are guaranteed up to expiration of this document. All prices are provided in US Dollars (USD).

	<u>Initial</u>	<u>Annual</u>
25 additional CALS	\$ 29,150	\$ 5,800
Discount	\$ -9,150	\$ -2,300
<b>Total</b>	<b>\$ 20,000</b>	<b>\$ 3,500</b>

The annual maintenance fee will not be added until the 2012-2013 fiscal year for the annual license and maintenance.

These additional licenses will be used with the current FileTrail system under the current terms of the existing agreement.

4-24-11 copy received



by Client  
Robert Hebert, County Judge  
April 26, 2011

  
by FileTrail

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**ADDENDUM TO LIMITED USE  
LICENSE AGREEMENT**

**THIS ADDENDUM**, entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic, acting herein by and through its Purchasing Agent according to Texas Local Government Code 262.011(d), and FileTrail, Inc. (hereinafter "FileTrail").

**THAT WHEREAS**, the parties have executed and accepted that certain Limited Use License Agreement (hereinafter "Agreement"), attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and,

**WHEREAS**, the following changes are incorporated as if a part of the original Agreement:

1. **Insurance:** Prior to commencement of the services, FileTrail shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. FileTrail shall provide certified copies of insurance endorsements and/or policies if requested by County. FileTrail shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of services. FileTrail shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - a. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - c. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- d. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- e. Professional Liability insurance with limits not less than \$1,000,000.

All Liability insurance policies (excluding Workers' Compensation and Professional Liability, if required) shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

If required coverage is written on a claims-made basis, FileTrail warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

- 2. **Indemnity. FILETRAIL SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF FILETRAIL, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF FILETRAIL OR ANY OF FILETRAIL'S AGENTS, SERVANTS OR EMPLOYEES.**
- 3. **Attorney's Fees.** County does not agree to pay any and/or all attorney fees incurred by FileTrail, in any way associated with this agreement.
- 4. **Independent Contractor.** In the performance of work or services hereunder, FileTrail shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of FileTrail or, where permitted, of its subcontractors. FileTrail and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 5. **Reimbursables.** All travel reimbursements are subject to the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

6. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
7. The Agreement is effective as of the date of execution by the last party.

Fort Bend County

By: \_\_\_\_\_

Robert Hebert, County Judge

Date: \_\_\_\_\_

2-2-10

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk  
Fort Bend County

FileTrail, Inc.

By: \_\_\_\_\_

Authorized Agent- Signature

Darrell Mervall

Authorized Agent- Printed Name

Title: \_\_\_\_\_


Vice President

Date: \_\_\_\_\_

1-25-2010

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 35,720<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

# Limited Use License Agreement

This Limited Use License Agreement (the "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date"), by and between FileTrail, Inc., with its principal office at 111 North Market Street, Suite 715, San Jose, CA 95113-1108 ("FileTrail") and \_\_\_\_\_ ("Client").

## 1. LICENSE

(a) In consideration of the payment of the initial license fee (the "Initial License Fee") for the products as set forth in Exhibit A attached hereto and the FileTrail databases (all collectively referred to as the "Programs") and the Annual Renewal Fee (as defined herein and collectively with the Initial License Fee, the "Fees"), subject to the terms and conditions of this Agreement, FileTrail hereby grants to Client a non-transferable, non-exclusive, limited license to use the Programs as set forth in Section 2 below in object code only solely for Client's internal business purposes (the "License"). The License allows the Programs to be used for the benefit of Client, and the Programs may be used by and disclosed to employees and contractors of Client. Client shall remain fully responsible to FileTrail for compliance by such employees and contractors with the terms of this Agreement. For this purpose, "Client" includes Client and its Affiliates, and an "Affiliate" is any entity that directly, or indirectly through one or more intermediaries, is controlled by Client, where the term "control" means the ownership of more than fifty percent (50%) of the voting stock of an organization.

(b) Client, its employees and its contractors will not make copies of or distribute the Programs for any reason, other than one (1) copy per server from which the Programs can be accessed, one (1) copy for backup and archival purposes, one (1) copy for training purposes, and one (1) copy for testing purposes. Any such copies must retain all original copyright and proprietary rights notices. Client, its employees and its contractors will not disclose or distribute the Programs or any copies made in accordance with this Agreement to any third party except in connection with a backup or disaster recovery program.

(c) Client, its employees and its contractors may not alter, merge, modify, translate, reverse engineer, disassemble, adapt or in any other way derive any source code from the Programs. Notwithstanding the foregoing, modifications made through normal use of the Programs and any modifications required to incorporate the Programs into Client's systems are permitted however, all modifications shall be deemed a part of the Programs and subject to all the terms and conditions of this Agreement.

(d) Client shall fully comply with all applicable governmental regulations and laws in effect during the term of this Agreement, including without limitation, compliance with all export controls on the export of the Programs (including without limitation any intellectual property embodied therein).

## 2. NUMBER OF LICENSES

Client is licensed to utilize the Programs in conjunction with one (1) copy of the FileTrail databases (collectively, the "Database"). Client may access the Database through use

of the Programs by any number of Users, subject to the licensing and other restrictions and limitations as set forth in this Agreement and any Exhibits attached hereto. For the purposes of this Agreement and the Exhibits, the following terms shall have the following meanings:

- (a) "Concurrent Access Licenses" or "CAL" or "CALs" means the number of User Sessions active in the Programs at one time.
- (b) "Users" means the Client, its employees, its contractors or other persons who can access the Programs.
- (c) "Sessions" means distinct sessions as defined and managed by Microsoft IIS.

### **3. SUPPORT AND UPGRADES**

FileTrail shall provide Client with support and upgrades for the Programs as described in Exhibit B attached hereto. Support inquiries received via telephone or website will be acknowledged within two (2) hours. All web submitted support inquiries and those telephone support inquiries not solved during the initial call shall be processed according to the following priority levels:

- (a) Critical – The issue has stopped or severely impaired the functionality of the Programs. These issues are assigned top priority for resolution and receive FileTrail's immediate attention.
- (b) Medium – The issue has limited the functionality of the Programs, although a temporary workaround is available.
- (c) Low - The issue is considered an inconvenience. FileTrail will use best efforts to correct the issue in a reasonable period of time after becoming aware of such issue, which may include a future release.

### **4. INTELLECTUAL PROPERTY**

All right, title and interest in and to the Programs and related documentation including, but not limited to object code, source code, script, programming code, data, information, and any trade secrets, know-how, methodologies, and processes and all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole property of FileTrail, except as licensed to Client under this Agreement. FileTrail shall also be the sole owner of all modifications, improvements, derivative works (including, but not limited to, modifications, improvements and derivative works resulting from suggestions or ideas offered by, or resulting from discussions with Client) and deleted materials relating to the Program. Client agrees to assign or cause to be assigned to FileTrail any and all modifications, improvements, derivative works and deleted materials.

### **5. LICENSE RESTRICTIONS; ASSIGNMENT**

Client may not transfer, assign, pledge, loan, rent, lease, sublicense, time-share the Programs or related documentation to another person or entity provided, however, that Client may assign this Agreement to any Affiliate upon written notice to, but without the consent of, FileTrail. Any unauthorized attempt to transfer this Agreement, the Programs or the License may result in the automatic termination of this Agreement and

the License in accordance with Section 10. Any attempted assignment or delegation in contravention of the above provisions shall be void and ineffective. This Agreement may be assigned by FileTrail to any Affiliate or third party upon written notice to, but without the consent of, Client.

## **6. LIMITATION OF LIABILITY**

IN NO EVENT SHALL (1) FILETRAIL BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAMS OR TERMINATION OF THIS AGREEMENT AS DESCRIBED IN SECTION 10 AND (2) FILETRAIL'S LIABILITY ARISING FROM CLIENT'S USE OR INABILITY TO USE THE PROGRAMS OR ARISING UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO FILETRAIL UNDER THIS AGREEMENT.

## **7. LIMITED WARRANTY AND DISCLAIMER**

FileTrail warrants that for a period of ninety (90) days following the shipment of the Programs to Client, the Programs will operate materially in compliance with the description set forth in the documentation accompanying the Programs. A warranty claim must be reported to File Trail in writing within 90 days following the shipment of the Programs to Client and FileTrail shall use reasonable efforts to remedy the problem.

EXCEPT AS PROVIDED BY THIS SECTION 7, THE PROGRAMS AND RELATED DOCUMENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. FILETRAIL DOES NOT WARRANT THAT THE PROGRAMS WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FILETRAIL OR A FILETRAIL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

## **8. TERM OF LICENSE; FEES**

Unless this Agreement is terminated earlier in accordance with Section 10, the initial term of this Agreement commences on the Effective Date of this Agreement and shall expire at midnight (local server time) on the first anniversary of the first day of end-user training (annually thereafter, the "Due Date"). The first day of the end-user training shall be determined by FileTrail which shall be final and conclusive. This Agreement may be automatically renewed for additional consecutive one year periods by Client's payment to FileTrail of the annual renewal fee (the "Annual Renewal Fee") prior to the Due Date. FileTrail will invoice Client for the Annual Renewal Fee at least sixty (60) days prior to the Due Date. In the case of nonpayment of the Annual Renewal Fee prior to the Due Date, the Programs will discontinue operation on the Due Date and this Agreement and the License will expire on the Due Date. If this Agreement has expired due to the non-payment of the Annual Renewal Fee, and the Client desires to use the Programs thereafter, FileTrail may in its sole discretion reinstate this Agreement and the License

upon the payment of the Annual Renewal Fee plus a reinstatement fee not to exceed \$250.00 (the "Reinstatement Fee"). Upon the Client's request FileTrail shall waive the Reinstatement Fee for the first reinstatement of this Agreement. FileTrail may only increase the Annual Renewal Fee (1) to the extent of an increase in the consumer price index (CPI) in any one year and (2) to reflect additions to the License in the event that Client agrees to license additional licensed programs or license quantities.

## **9. LATE PAYMENT**

If FileTrail has not received full payment of the amounts due under this Agreement within thirty (30) days of the Due Date, Client agrees to pay FileTrail interest on the past due amounts, on demand, equal to the lesser of (a) one percent (1%) of the total outstanding balance per month, or (b) the highest rate permitted by applicable law. Interest will accrue from the Due Date on a daily basis until payment of all outstanding amounts is made in full. If FileTrail commences any legal proceeding for the collection of amounts due under this Agreement, Client shall pay for FileTrail attorneys' fees and collection costs. If Client disputes all or any portion of an invoice it must provide FileTrail a written notice prior to the due date of the applicable invoice. Such notice shall contain a detailed description of the item(s) in dispute, dollar amount(s) allocable to the disputed item(s) and the reason that Client is disputing the item. Client's failure to submit a notice timely and in accordance with this Section 9 shall constitute a waiver of the Client's right to dispute the applicable invoice.

## **10. TERMINATION**

(a) Client may terminate this Agreement at any time upon written notice to FileTrail. Upon termination of this Agreement by Client, the Programs will cease to function on the annual Due Date for which payment was last received. Client shall not be entitled to a refund of any Fees.

(b) This Agreement may be terminated by FileTrail upon thirty (30) days' prior written notice to Client if Client is in breach of any of its material obligations hereunder, including but not limited to payment of Fees, and such breach is not remedied within such thirty (30) day period. Notwithstanding the foregoing, FileTrail may terminate this Agreement and the License immediately, upon written notice to the Client due to a breach by the Client of Sections 1, 5 or 11. Client shall not be entitled to a refund of any Fees if FileTrail terminates this Agreement as provided for in this Section 10(b).

(c) Upon the expiration of this Agreement or the termination of this Agreement by FileTrail in accordance with Section 10(b), Client shall cease using the Programs and Client will at FileTrail's request, return, delete, or destroy all original and copies of the Programs and related documentation in its possession or control.

## **11. CONFIDENTIALITY**

(a) Each party's Confidential Information (defined below) shall: (i) be used by the other party solely for the limited purpose of performing or receiving the contemplated benefits under this Agreement; (ii) be held in confidence by the other party; and (iii) not be disclosed except by the receiving party to its employees, agents, and contractors having

a need-to-know and who have been advised by of the requirements of this Section 11 and have agreed to be bound by the provisions hereof.

(b) For purposes of this Agreement, "Confidential Information" means material, data, systems, and other information of or relating to either party or any of its affiliates, clients or customers which may not be accessible or known to the general public, including information concerning its or their customers and clients, business plans or opportunities, business strategies, finances, or employees and third-party proprietary or confidential information that the disclosing party or an affiliate of it treats as confidential. Confidential Information shall not include any information that (i) has entered or subsequently enters the public domain without a breach of any obligation under this Agreement; (ii) was known to the other party prior to the disclosure of such information; (iii) is obtained from a third party without violation of an obligation of nondisclosure and without restrictions on its disclosure; or (iv) is independently developed by the receiving party without reference to or reliance on the Confidential Information received pursuant to this Agreement.

(c) The obligations set forth in this Section 11 shall not apply to Confidential Information required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If a party is legally required to disclose any Confidential Information, that party shall, to the extent allowed and practicable, provide the other party prompt notice of such requirement so that the other party may seek a protective order or other appropriate remedy.

## **12. NOTICES**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, registered mail return receipt requested, a "Next Day" delivery service requiring signature, or by electronic means, addressed as indicated on the signature page of this Agreement. Notices shall be deemed given on the date received or on the date delivery if refused.

## **13. GENERAL**

Except as otherwise specified herein, neither this Agreement, nor any portion hereof, may be modified, amended or waived unless mutually agreed upon in writing by both parties. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of California excluding its choice of laws rules and excluding the Convention for the International Sale of Goods. Each party submits to the exclusive

jurisdiction of the courts of Santa Clara County, California. The headings of the several Sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement shall constitute the full, complete and entire Agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

#### **14. SURVIVAL**

The parties' rights and obligations under the following provisions shall survive any termination or expiration of this Agreement: Intellectual Property (Section 4), Limitation of Liability (Section 6), Limited Warranty (Section 7) and Confidentiality (Section 11).

#### **15. FORCE MAJURE**

Notwithstanding anything to the contrary in this Agreement (including its Exhibits), neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from: (a) acts of God; (b) natural disasters; (c) acts of war, insurrection or terrorism; (d) strikes or lockouts; or (e) unauthorized network or computer intrusion, or Internet- or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet, so long as any of the foregoing were not a result of the negligence of a party.

#### **16. ACCEPTANCE**

The undersigned acknowledge this license agreement and by signing below affirms that they are authorized to sign this license by their organization. By signing below you also acknowledge that you have read and understand the Terms & Conditions and Pricing sections in Exhibit B.

For FileTrail

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title and Date \_\_\_\_\_

For Client

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title and Date \_\_\_\_\_

#### **17. MARKETING ACCOUNT**

FileTrail provides a special discount (detailed in Exhibit B) for clients who elect to be a Marketing Account. By electing to accept the Marketing Account discount, Client agrees to provide quotes and authorizes FileTrail to write and publish a Case Study about Client's use of FileTrail products and services. Client will provide a quote at the time on contracting on why they selected FileTrail or their reflections on the process of evaluating FileTrail. Up to three staff may be interviewed to gain insights and quotes for use in the Case Study. Client will be provided thirty days to reject materially-incorrect

statements or content which reveals competitive trade secrets or confidential information prior to finalization of the Case Study.

Examples of the quality of materials produced about other Marketing Account clients can be reviewed at:

- Article from RFIDJournal.com:  
<http://www.rfidjournal.com/article/articleview/2582/1/1/>
- Case Studies:  
[http://www.filetrail.com/WIS\\_Clients/stories.asp](http://www.filetrail.com/WIS_Clients/stories.asp)
- Abgenix Quote:  
[http://www.filetrail.com/WIS\\_Clients/Quotes.asp#ID79](http://www.filetrail.com/WIS_Clients/Quotes.asp#ID79)

FileTrail provides a special discount for clients who elect to be a Marketing Account. By electing to accept the Marketing Account discount, Client agrees to provide quotes and authorizes FileTrail to write and publish a Case Study about Client's use of FileTrail products and services. Client will provide a quote at the time on contracting on why they selected FileTrail or their reflections on the process of evaluating FileTrail, and additional quotes later for use in the Case Study. Client will be provided thirty days to reject materially-incorrect statements or content which reveals competitive trade secrets or confidential information for the Case Study.

Election By Client

Initials \_\_\_\_\_

# Exhibit A - Support

## 1. PROGRAMS

FileTrail, Inc. licenses and provides support and upgrades for the Programs. Licensing, support and upgrades are included as a part of the Fees.

## 2. SUPPORT

Support of these products is provided between 8:00 AM EST to 5:00 PM PST, Monday through Friday, except for US holidays. Support can be obtained by calling the Support number 800 310-0299 or using the Support email address [ftsupport@filetrail.com](mailto:ftsupport@filetrail.com) (or as may appear revised on the FileTrail website (<http://www.filetrail.com>)).

Support includes:

- End-user issues such as 'How do I...' questions.
- Administrative-user issues such as 'How do I...' questions.
- Resolution of technical issues and programming bugs not caused by client.

FileTrail may charge standard published rates for any services requested by Client that are outside the scope of Support. Support does not include:

- Consultative questions that involve analysis of, or judgment on product configuration, implementation changes, configuration changes, import or conversion of additional data, or similar services.
- Changes to features nor functionality of the licensed Programs.
- Resolution of internal technology infrastructure issues.
- Installation, upgrading, configuration, analysis nor advice on third party products, including but not limited to: MS Access, MS SQL Server, Oracle, MS IE, Netscape, printers, scanners, or other products not sold by FileTrail, Inc.

In some cases, support may require the customer to provide FileTrail with Client's copies of the Database. All such materials will be handled in accordance with the confidentiality provisions of the Agreement.

FileTrail requires that one or two named contacts act as a central point of contact for all customer support issues.

## 3. UPGRADES

Software Upgrades include the following:

- Software Upgrades via web site or email
- Software Patches via web site or email.

Software Upgrades **do not include** the following:

- Additional Named Software
- Additional Concurrent Access Licenses
- Additional Third-Party Software

## Exhibit B - FileTrail Products & Services

### Project

#### OVERVIEW

Your FileTrail project incorporates items needed to implement a solution, including software, FileTrail configuration, bar code scanners and training, on an IIS Server utilizing an MS Access or MS SQL Server database. Additional items may optimize the solution to your specific situation. Implementation in more than one file room with separate requirements may incur additional charges for configuration.

Standard FileTrail Packages do not include data conversion, initial loading of data, color coded labeling, portable bar code scanners, additional configuration, technical support for servers and 3<sup>rd</sup> party software, filing system analysis nor consulting services, other than that explicitly detailed in the sections below.

This pricing expires sixty days from the date of this document. Quoted prices and rates may change without notice, but are guaranteed up to expiration of this document. Technical support for servers and 3<sup>rd</sup> party software will be invoiced at the standard hourly rate of \$150 per hour.

#### TERMS & CONDITIONS

- The project will be invoiced on approval as follows: 50% in advance, paid with delivery of a signed copy of this document. Another 25% will be invoiced on delivery of software and configured FileTrail database, with the final 25% invoiced on completion of training. Payments are due thirty days from date of invoice.
- Clients canceling or postponing on-site activities on notice shorter than 14 calendar days prior to the start of travel will be responsible for 25% of the fees for the previously scheduled training, but no less than \$2,000, plus any incidental expenses incurred as a direct result of cancellation or rescheduling.
- Client will reimburse FileTrail for all reasonable expenses (including airfare, car rental, hotel, meals, parking, etc.) incurred during on-site activities. Payments are due thirty days from date of invoice.
- Annual fees as quoted include licensing, telephone support, all upgrades, and all patches.
- **IMPORTING DATA, MIGRATING LEGACY DATA, DATA CLEANUP AND OTHER DATA-RELATED SERVICES ARE NOT INCLUDED UNLESS EXPLICITLY QUOTED IN THE PRICING SECTION.** All data migration services

require a full copy of data prior to quote; all other data-related services require a sample of data and estimate of volume prior to quote.

- Additional products or services requested by the Client will be provided at standard rates.
- FileTrail is not responsible for making changes, nor any vendor fees for making changes, to the designs of color coded labels in any product other than FTColorLabels purchased from FileTrail. All design changes or vendor fees for design changes in any other product that prints color coded labels are solely the Client 's responsibility.
- For Installations that involve FTSynchronize, Client will provide data in a delimited-text format as specified by FileTrail.
- For Installations that involve Calendar Management, Client will provide data in a delimited-text format as specified by FileTrail.
- For RFID Installations that involve Passive Tracking:
  - Implementations using 10 or more ZonePorts must use a database server that meets our mid-level server specifications; Implementations using 40 or more ZonePorts must use a database server that meets our high-level server specifications;
  - Client will provide after-hours or weekend access by FileTrail staff for installation of hardware, if requested.
  - Client will provide a user account with sufficient access at PC workstations to allow installation of Microsoft .NET, .NET applications, Windows Fonts, and Java Runtime Edition (JRE) on PC workstations requiring it.
  - Client will provide one staff member to work with FileTrail installer(s) during RFID installation. This should be someone who is authorized to, or has quick access to persons to make snap decisions about installation. This is also an opportunity for local staff to learn about placement of hardware, configuration of RF-Enterprise, and troubleshooting.
  - Client will accommodate gotomeeting.com or provide a WebEx account for remote access to the application server and database server during times of installation, server support and trouble-shooting.
  - Client is responsible to provide, or pay for installation of electrical power sources and Ethernet drops needed for ethernet-based RFID hardware. These resources must be in place and tested prior to FileTrail's arrival on-site for installation of RFID hardware. FileTrail will charge standard rates for staff while on-site waiting for these to be provided correctly.
  - When ZoneTrackers are placed above a drop-ceiling they are usually placed directly on the ceiling tile – they do not generate heat and are light-weight. If client wants ZoneTracker mounted or attached, client is responsible to provide mounting components – additional labor charges may apply.

- When cabling is run above a drop-ceiling for ZoneTrackers it is laid directly on the ceiling. If client requires that these be secured above the ceiling tiles, client is responsible to provide installed materials for securing the cables.
- When cabling is run along a wall for ZoneTrackers it is placed directly on the wall surface. If client desires these cables to be run inside the wall, client is responsible to have lines run and ready for FileTrail to use.
- Client is responsible to provide surge protectors for ZonePorts. This is recommended if the electrical system is not well-behaved, as hardware warranties do not cover damage caused by the electrical system.
- For any RFID Installation, Client should notify FileTrail of the presence of any systems listed below at the time of contracting. FileTrail will test for interference during the Site Survey. Client is responsible for replacement of any such systems.
  - RFID will interfere with wireless duress systems which do not meet current FCC requirements and which operate in the local frequencies used by RFID (902 – 928 MHz in the US, 865 – 867 MHz in Europe). Clients with duress systems using the Innovonics FA receiver will need to upgrade to an Innovonics Echostream system.
  - RFID may interfere with older telephone handsets and poorly shielded wireless headsets.
  - RFID may interfere with older PA systems or poorly-shielded speakers.
- For RFID Installations, the RFID equipment will be installed in recommended areas where it will be used as specified in the license. The placement of equipment will need to be approved by an authorized Client representative. FileTrail will charge for the additional time if equipment needs to be moved after the initial installation for any reason, including aesthetics, staff relocation, change of furniture, other change order, etc.
- For RFID Installations, the RFID equipment is covered by manufacturer warranty. FileTrail will ship a replacement during warranty period. Client will be responsible for replacement of RFID equipment that is out of warranty or damaged by the electrical system.

## SOLUTION SERVICE PROGRAM

The Solution Service Program (SSP) includes end-user support, technical support, software licensing, software upgrades and software patches. Annual fees for the SSP are due annually on the anniversary of the first day of end-user training.

The objective of the SSP are to ensure that every client is efficiently using their FileTrail solution and has full access to the latest features and capabilities. As part of this objective FileTrail implements many enhancements and cosmetic changes from customer feedback.

Support is provided from 8AM to 8PM Eastern, Monday through Friday, excluding holidays. Support may be contacted by phone at 800-310-0299 or email at [ftsupport@filetrail.com](mailto:ftsupport@filetrail.com). Our service goals are to respond to every issue within two hours. The majority of questions or issues are resolved in the initial contact.

Weekend and after-hours support is available by appointment at no extra charge. Clients are encouraged to provide advance notification whenever large changes are planned in the IT environment that may impact the server(s) involving the FileTrail application or database.

The SSP costs are detailed in the pricing section in the **Annual** column.

# PRICING

## FOUNDATION SOFTWARE

FileTrail automates file tracking and records management, streamlining processes from creation through archiving and destruction. Our intuitive interface ensures high user adoption as all staff gain access at their desks to see what exists and where it is, and quickly request from the central file room or archives.

Data can be automatically imported periodically using FTSynchronize to eliminate data entry and trigger labeling and assembly of new case folders. FileTrail's nested tracking capabilities simplifies tracking of individual folders and helps staff re-file folders into the correct shelves.

**Please indicate your selection below by checking the box to the left of one Package.**

	<u>Initial</u>	<u>Annual</u>
<input type="checkbox"/> <b>Package C</b>	\$ 13,600	\$ 2,950

This Package Includes:

- Five CAL FileTrail Professional
- Two direct-connect laser bar code scanner
- Our three-round configuration process (up to 5 fieldsets)
- Two days (16 hours) of on-site training

## RFID FOUNDATION

RFID begins with automation of file room processes and use of a portable reader for audits and detecting critical files.

	<u>Initial</u>	<u>Annual</u>
2, <b>RF-DeskTracker</b> (\$1,295 each, \$120 annual)	\$2,590	\$ 240

DeskTrackers are for the desks of those who will do check-in and check-out or for self-serve check-out stations. Includes RF-Desktop software license.

Please enter quantities of each connection type needed:

\_\_\_ USB    \_\_\_ Serial

2, <b>RF-MobileTracker</b> (\$5,995 each, \$800 annual)	\$ 11,990	\$ 800
---	-----------	--------

RF-Mobile portable tracking allows a handheld RFID tracker to be used remotely to record tracking movement, conduct audits, or find missing files.

## RFID PASSIVE TRACKING

FileTrail Gen 2 RFID automates file tracking by creating a passive tracking environment.

	<u>Initial</u>	<u>Annual</u>
<b>RF-Enterprise License</b> (\$12,800 per server, \$2,100 annual) RF-Enterprise middleware manages communication with RFID devices and applies the data to the database without requiring any active user participation. Licensed for two RFID Quotros.	\$	\$
<b>Site Survey</b>	\$	tbd

### Check-In Table

{describe placement/usage here}

<b>RF-ZonePort Duo</b> (each 1,895, 100 annual) The Duo contains ZonePort and ZoneTracker functionality, and can support an additional ZoneTracker connected with a light coax cable up to 40-foot long. ZonePorts connect to Ethernet and filter data to reduce network traffic. Client will provide a standard power outlet and Ethernet connection for each. Includes RF-Zoneware license.	\$	\$
<b>RF-ZoneTracker</b> (each 295) One ZoneTracker may be added to each ZonePort Duo via a light coax cable up to 40-foot long, to increase the area of coverage.	\$	

### Passive Tracking

{describe placement/usage here}

<b>RF-ZonePort Quatro</b> (each 2,995, 200 annual) The Quatro contains ZonePort functionality with four ports supporting ZoneTrackers connected with light coax cable up to 40-foot long. ZonePorts connect to Ethernet and filter data to reduce network traffic. Client will provide a standard power outlet and Ethernet connection for each. Includes RF-Zoneware license.	\$	\$
<b>RF-ZonePort Duo</b> (each 1,895, 100 annual) The Duo contains ZonePort and ZoneTracker functionality, and can support an additional	\$	\$

ZoneTracker connected with a light coax cable up to 40-foot long. ZonePorts connect to Ethernet and filter data to reduce network traffic. Client will provide a standard power outlet and Ethernet connection for each. Includes RF-Zoneware license.

\_, **RF-ZoneTracker** (each 295) \$

One ZoneTracker may be added to each ZonePort Duo or up to four ZoneTrackers may be added to each ZonePort Quatro via a light coax cable up to 40-foot long.

## INSTALLATION

FileTrail works with your technical staff to ensure that installation of hardware and software goes smoothly. Please review the points in Terms & Conditions that relate to RFID.

	<u>Initial</u>
<b>Remote Installation of FileTrail</b> (\$400)	\$ N/C

## ADDITIONAL ITEMS

	<u>Initial</u>	<u>Annual</u>
<b>Optional Software</b>		
FTSynchronize (\$2,500 initial, \$500 annual)	\$ 2,500	\$ 500
FTColorLabel with 1 design (\$500 initial, \$300 annual)	\$	\$
_, Additional FTColorLabel label design (\$300 each)	\$	
_, Additional 3 CALs (\$5,800 initial, \$1,950 annual)	\$	\$
_, Additional 5 CALs (\$7,500 initial, \$2,950 annual)	\$	\$
_, Additional 10 CALs (\$12,800 initial, \$3,950 annual)	\$	\$
<b>Services</b>		
Configuration/Implementation of FTSynchronize (\$1,600)	\$ 1,600	
Data Loading (requires review of full copy of data)	\$ N/C	
<b>Supplies</b>		
_, Color Coding Labels (\$180 / 1,000)	\$	
_, Color Coding Labels (\$1,600 / 10,000)	\$	
1, RF-TrackingTags (\$4,800 / 12,000)	\$ 4,800	

_, RF-TrackingTags (\$19,000 / 50,000)	\$
_, RF-TrackingTags (\$35,000 / 100,000)	\$
_, RF-TrackingTags (\$150,000 / 500,000)	\$

Standard rates for professional services are \$150 per hour, development services are \$200 per hour.

Expected expenses for training include air fare from San Jose, California, Hotel, Car Rental and Meals.

Expected expenses for installation include air fare from California or Maryland, Hotel, Car Rental and Meals for two staff.

This pricing is good for sixty days from the date of this document. Prices may change without notice, but are guaranteed up to expiration of this document. All prices are provided in US Dollars (USD).

## MARKETING ACCOUNT

	<u>Initial</u>	<u>Annual</u>
<b>Marketing Account Discount</b>	\$-1,360	\$

## PROJECT COST SUMMARY

	<u>Initial</u>	<u>Annual</u>
Foundation Software	\$13,600	\$ 2,590
RFID Foundation	\$14,580	\$ 1,040
RFID Passive Tracking	\$	\$
Installation	\$N/C	
Additional Items	\$8,900	\$ 500
Less: Marketing Account Discount	\$ -1,360	\$
<b>Final Project Totals</b>	<b>\$35,720</b>	<b>\$ 4,130</b>

**From:** Alicia Yeomans  
**To:** Angela Rincon; Cheryl Krejci  
**Date:** 10/1/2010 2:20 PM  
**Subject:** Fwd: RE: Annual Maintenance - FileTrail RX 47545  
**Attachments:** FileTrail - Proposal-Licensing Fort Bend.doc

>>> Darrell Mervau <[dmervau@filetrail.com](mailto:dmervau@filetrail.com)> 4/12/2010 11:05 AM >>>  
Alicia;

4,130.00. Also I was wondering if you sent the original contact work sheet in the scanned copy was hard to read. We are looking to get things completed.

Darrell Mervau  
FileTrail  
111 North Market Street, Suite 715  
San Jose, CA 95113

Phone: (408) 289-1300 X 306  
Mobile: (408) 655-2529  
Email: [DMervau@FileTrail.com](mailto:DMervau@FileTrail.com)<<mailto:DMervau@FileTrail.com>>  
Web: [www.filetrail.com](http://www.filetrail.com)<<http://www.filetrail.com/>>

P Please consider the environment before printing this email.

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From: Alicia Yeomans [[Alicia.Yeomans@co.fort-bend.tx.us](mailto:Alicia.Yeomans@co.fort-bend.tx.us)]  
Sent: Monday, April 12, 2010 8:55 AM  
To: Andrea Hartz; Darrell Mervau  
Subject: Annual Maintenance - FileTrail

What is the annual maintenance going to be for our FileTrail?

**FILETRAIL**<sup>®</sup>  
...because Paper Happens<sup>®</sup>

# FileTrail Solution Proposal & Licensing

Revised September 30, 2009  
for {client}

July 3, 2009

Dear \_\_\_\_\_:

I am excited to have this opportunity to present our RFID File Tracking Solution to you. FileTrail leverages RFID technology to help you save time and money, and achieves a quick ROI by:

**Delete the items below that are not Hot Buttons**

- Ending manual searches for files.
- Allows search and request from any desktop.
- Automating label printing and creation of new files.
- Use RFID to track files without requiring user participation.
- Finding misplaced files quickly with portable RFID.
- Automating archiving and retrieval from storage.
- Documenting chain of custody of each file.

Your project involves using RFID to automatically record the location of files as they move among various locations. An initial site visit will be used to more precisely determine the number of locations and equipment required.

Pricing details and descriptions of the components of your solution are provided in the last section of this document.

Please feel free to contact me with any questions.

Sincerely,

?????????

FileTrail, Inc.

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## Introduction

### ABOUT FILETRAIL

FileTrail eliminates the chaos of handling paper-based records. Our solutions automate tasks and streamline processes that are being done manually in your organization everyday. The results are less time wasted searching for files, office-wide access to information about your files, and lower levels of stress and frustration around the office. FileTrail saves time that is better spent on higher-purposed work.

At FileTrail everything we do is based on the recognition that your business is unique. Rather than trying to shoehorn you into a pre-packaged "vertical" solution, we give you the tools and best practices to create high-accessibility records management that works for you.

With FileTrail's built-in point-and-click configuration tools it's fast and easy to tailor the solution to fit your needs. You can even make changes yourself, though we work interactively with your team to complete the initial configuration.

The proven leader in web-based records management and tracking, FileTrail empowers customers to stand out from the crowd. We do so by delivering the most innovative technology and making it as easy as possible to share and manage records information.

Our solutions combine intuitive functionality, proven integration, global capabilities, and the best user experience - and the result is success. That's why FileTrail has earned the trust of its customers and a high customer satisfaction rate.

### ABOUT RFID

FileTrail RFID Tracking Solutions save time and money, and bring a new sense of calm to your office.

FileTrail RFID technology provides Continuous Automatic Tracking™ as files move from desk-to-desk and office-to-office using RFID technology. Automatic tracking means no action is required from staff, eliminating the staff compliance issue. Files virtually tell the database where they are as they enter an office or cubicle.

FileTrail provides intuitive, time-saving tools for staff at every desk. Simple search tools provide instant access to the current location and location history for any file.



## **FileTrail Proposal**

Additional tools streamline requesting, labeling, and other routine processes, saving time, applying standards, and reducing error.

FileTrail incorporates the latest RFID technology – a standard called “Gen 2” that operates at the 915 MHz frequency. This is the same technology utilized by large retailers and grocers to track and manage billions of dollars worth of inventory.

Gen 2 is completely safe for the office environment – recall that many cordless phones operate at 900 MHz. Also, all Gen 2 hardware is FCC certified as safe. And Gen 2 will not interfere with other office technologies, such as wireless LAN, RF security systems, wireless headsets, cordless phones, etc.

### METHODOLOGY

FileTrail's project methodology reflects our core goals:

- 100% referencability among our client base.
- Application of "Best Practices" in our client's operations.
- A smooth transition and thorough training for staff.
- Minimal system downtime in the final migration to FileTrail.

FileTrail has developed a Structured Methodology to provide guidance to our clients during the implementation of their FileTrail Solution. This methodology integrates selected techniques and tools into a consistent and unified approach to achieve consistent success while integrating the uniqueness of each client into their own FileTrail configuration.

Each of the following Phases is backed by a separate guide that provides instructions and insights, as well as worksheets to provide structure. By requiring a formal end to each phase, this methodology assures predictable success in the project.

Setup	This step includes exchange of contact information, the initial invoice and payment, and assignment of FileTrail staff to your project.
Configuration	This step includes configuration of screens, labels, searches and other areas of FileTrail using worksheets and joint on-line reviews.
Installation	This step includes installation of RFID hardware and software on servers and desktop workstations. Installation will be done by internal staff of FileTrail staff, as contracted.
Migration	This step includes migration of legacy data and joint on-line reviews of results before the final migration of production data, as contracted.
Staging	This step includes setup of user accounts and security. RFID tag assignment may also be done during this step.
Implementation	This step involves the final migration of legacy data, loading of the final database on your servers, and end-user training.

The following is a sample from a small project performed under ideal conditions. The duration of any step may vary with volume of data, amount of hardware, resource availability and scheduling.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Configuration	█	█					
Installation (Software)	█	█					
Installation (Hardware)			█	█			
Migration					█		
Staging						█	
Training							█

### IMPACT

FileTrail provides dramatic impact to operations including:

#### **Eliminate Manual Searches For Files**

Accurate tracking eliminates the cost of staff searching for files and the disruption they cause. Quick access to information at any desktop eliminates wasted trips to the file room, disruption of other staff, and broadcast emails that interrupt everyone.

#### **Streamline Calendar Management**

FileTrail simplifies Calendar Management with location-based pull lists. Pulling is organized by date and can also be divided by Docket Type. Delivery Lists act as a courtroom manifest. Our fulfillment process allows hundreds of files to be checked out to their courtrooms with one click – a much faster process than scanning each file.

#### **Search and Request Saves Time**

FileTrail allows anyone to search and request files without leaving their desks. This empowers staff to respond quicker to customers, reduces the time-to-approval, and eliminates wasted trips to the file room.

#### **Simplify Pulling For Requests**

FileTrail shifts file retrieval to less costly staff and provides location-based Pull Lists and Delivery Lists that simplify the process of locating, retrieving, and delivering files.

#### **Automate Labeling of New Files**

FileTrail leverages data to simplify creation of new files. Color Coded labels can be printed on a single strip label, reducing time to create new files by up to 60%.

#### **RFID Conducts Cuts Audits By 80%**

The portable RFID reader performs desk audits and file room inventories in one-fifth of the time over bar coding. Audit Discrepancy reports help resolve issues and enforce compliance.

#### **RFID Finds Missing Files Quickly**

The portable RFID reader helps locate missing files like a metal detector. The on-screen alert indicates who is waiting for the file, and where their desk is located.

### **RFID Prevents Removal of Files**

RFID sensors at exits prevent removal of files using any combination of siren, light and email to administrators.

### **Passive Tracking<sup>™</sup> With RFID**

Passive Tracking logs the movement of files without requiring active participation by staff, as files move from cubicle-to-cubicle and office-to-office.

### **Streamlined Archiving and Retrieval**

FileTrail automates many currently-manual processes, including boxing files for storage, transmittal to storage, ordering retrieval from storage, and more.

### **Chain of Custody**

FileTrail keeps chain-of-custody information in an unalterable audit trail. Movement of each file is logged from creation through archiving and destruction.

### **Integration**

FileTrail imports new and updated data from other systems on a periodic or real-time basis. Staff using FileTrail will see the same information as they would find in other systems, ensuring accurate decision-making.

### **Person-To-Person Transfer**

FileTrail allows files to be easily transferred from person-to-person, alerting the receiver about the transfer. The location of files is kept up-to-date without the need to return to or contact the file room, while all transfers become part of location history.

### **Rapid Deployment**

FileTrail's pure web technology means easy installation on a server with no installation at the workstation. Administration tasks are minimized, lowering the Total Cost of Ownership, simplifying both the initial installation and future upgrades.

### **3-Tier Architecture**

FileTrail's 3-tier architecture provides the flexibility required to best fit within your technology infrastructure. The FileTrail application and database may reside on shared or dedicated servers, and the same or separate servers, providing flexibility in use of resources.

### **Enterprise Scalability**

FileTrail's enterprise architecture allows it to be deployed in multiple geographic locations or business units, with security to create logical walls dividing them. Each



## FileTrail Proposal

department or office works with FileTrail as if it had its own separate system customized to its specific needs, while still allowing central control and management. Process standardization derived from being on one system saves capital investment, administrative costs, and leverages internal knowledge and experience.

### SERVER RECOMMENDATIONS

The server configurations below can be use as a combined database server and web server, or as each separately. These configurations assume an existing infrastructure for power management and backup. Please reference the document [\*FileTrail Technical Specifications\*](#) for more information on required software.

#### LOW-END SYSTEMS

##### HP ProLiant DL160 G5

- Non-Hot Plug SATA Server
- Quad-Core Intel® Xeon® E5405 (2.00GHz, 1333MHz FSB, 80W) Processor
- HP 4GB Fully Buffered DIMM PC2-5300 4X1GB Memory
- Microsoft® Windows® Small Business Server 2008, Standard Edition
- 2, HP 160GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive  
Note: Consult FileTrail's [\*Database Sizing\*](#) document to determine storage requirements  
Note: 50 GB OS drive partition is recommended
- Two Embedded NC105i PCIe Gigabit Server Adapters
- Estimated Cost: \$2,800

#### MID-RANGE SYSTEMS

##### HP ProLiant DL360 G6 Server

- Dual-Core Intel® Xeon® Processor E5502 (1.86GHz, 4M Cache, 80 Watts, 800MHz)
- HP 4GB Fully Buffered DIMM PC2-5300 4X1GB Memory
- Microsoft® Windows® 2008 Server, Standard Edition 5 CALs (DVD Required) (Pre-Installed)
- Embedded P410i (SAS Array Controller)
- HP 4-Bay Small Form Factor Drive Cage
- 3, HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive  
Note: Consult FileTrail's [\*Database Sizing\*](#) document to determine storage requirements  
Note: 50 GB OS drive partition is recommended
- RAID 5 drive set
- Embedded HP NC382T Dual Port Multifunction Gigabit Server Adapter
- Estimated Cost: \$4,500

### HIGH-END SYSTEMS

#### HP ProLiant DL585 G5 Server

- Two AMD Opteron™ 8354 Quad-Core Processors (2.2GHz, 75W ACP)
- HP 8GB REG PC2-5300 8x1GB LP Memory
- Microsoft® Windows® 2008 Server, Enterprise Edition 25 CALs (DVD Required) (Not Installed)
- HP Smart Array P400/256 PCIe Controller
- 3, HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive  
Note: Consult FileTrail's [Database Sizing](#) document to determine storage requirements  
Note: 50 GB OS drive partition is recommended
- RAID 5 drive set (requires matching 3 hard drives)
- Dual embedded NC371i Multi-function Gigabit Network Adapters
- Estimated Cost: \$11,200

## TECHNICAL REQUIREMENTS

This section covers basic requirement for FileTrail products. Please refer to the document *FileTrail\_-\_System\_Requirements* for detailed requirements.

### FileTrail

Application Server	Windows 2000/2003/2008 Server Microsoft .Net Framework 3.5 (minimum 50 GB on the Windows partition)
Databases Supported	Access, SQL Server 2000/2005/2008, Oracle 9i/10g
Client Workstation	A recent browser

### FTMobile

At workstations where FTMobile portable scanners will be downloaded.

Microsoft ActiveSynch 4.5 or newer

### FTPortable

At workstations where FTPortable portable scanners will be downloaded.

Microsoft .Net Framework 3.5

Java 2 Runtime Environment 1.6 or later

### FTBarcode

At workstations where bar code labels will be printed.

Java 2 Runtime Environment 1.6 or later

### FTColorLabel

At workstations where FTColorLabels will be printed.

Java 2 Runtime Environment 1.6 or later

### RF-Enterprise

Application Server	Windows 2000 / 2003 / 2008 Server
Databases Supported	SQL Server 2000 / 2005 / 2008

### RF-Desktop / RF-DeskZone

At workstations where RF-DeskTracker or bar code scanners will be connected.

Microsoft .Net Framework 3.5

### RF-Mobile

At workstations where RF-Mobile portable scanners will be downloaded.

Microsoft ActiveSynch 4.5 or newer

# STORAGE REQUIREMENTS

This section contains information for estimating storage requirements for the FileTrail application. Actual space requirements may vary by client-specific variables that include growth, activity, or system configuration.

Input	Storage
FileTrail Application	18 MB

Estimating storage requirements requires an estimate of how many items will be tracked and an estimate of the average number of transactions (creation, check-in, check-out, transfer, etc.) per item.

Input	Access Database	SQL Server Database	Oracle Database
Tracked Item	1.2 KB	2.8 KB	2.9 KB
Item Transactions	200 B	300 B	220 B

# FILETRAIL COMPONENTS

This section outlines solution components available from FileTrail. Some of these may not be utilized in your solution.

## PACKAGED SOLUTIONS

### Overview

FileTrail Packages include a certain amount of configuration, training, and bar code scanners, bundled as commonly needed by clients. The key terms below are used to define what is included with each package.

### FileTrail Professional

FileTrail Professional adds advanced tools for file rooms and powerful tools for use by all staff in your organization. It also accommodates decentralized filing and hybrid environments.

### Concurrent Access Licenses

The number of CALs represents the number of people who can be logged in to the FileTrail application at the same time.

### Configuration

FileTrail has developed an interactive configuration process and powerful configuration tools that allow us to work with you remotely while you participate in, and guide us during the configuration of your system.

### FieldSets

A fieldset is a collection of fields used to describe a particular type of Item. Each type of Item that is described very differently may require a separate fieldset. For example, boxes and folders are generally described very differently and usually use separate fieldsets.

### Training

FileTrail training includes hands-on training for file room staff on functions to automate the file room (such as creation and labeling, check-in and check-out, searching) and basic administrative tasks. Lecture-style orientations may be conducted for departmental staff or light users.

### Annual Fees

Annual Fees are due annually starting one year after licensing. They include end-user support, licensing, and all patches and releases of the software. Annual Fees ensure consistency of support, development, and product advancement over the long term.

## **FTCONNECT**

FileTrail's FTConnect provides a configurable tool for clients who want to import data. FTConnect supports importing of Users, Items, Requests, and other information.

## **FTSYNCHRONIZE**

FileTrail's FTSynchronize provides all the power and configurability of FTConnect, but with the ability to run without user intervention. It is commonly used for weekly or nightly importing, but can be scheduled for near real-time synchronization with other systems.

## **FTRETENTION**

FileTrail's FTRetention supports clients retention schedules, providing calculation of destruction dates based on a selected records series.

## **FTIMAGING**

FileTrail's FTImaging provides upload and sharing of reference-only images and electronic documents. FTConnect and FTSynchronize can be used to load index data and image pointers for bulk-scanned images.

## **FTAUTHENTICATE**

### **Windows Security**

FTAuthenticate leverages Windows security automatically log users into FileTrail without the conventional username-password challenge.

### **LDAP / Active Directory**

FTAuthenticate leverages LDAP with AD to automatically log users into FileTrail without the conventional username-password challenge.

### **Netegrity SiteMinder**

FTAuthenticate leverages the client's investment in SiteMinder to automatically log users into FileTrail via the SiteMinder username-password challenge.

## ORACLE DATABASE SUPPORT

FileTrail's support for Oracle databases allows the FileTrail application to utilize an Oracle 9i or 10g database, and includes our Oracle Scripts and Data Transfer utility. Client is responsible for licensing of Oracle.

## FTCOLORLABEL

FileTrail's FTColorLabel is integrated Web-based color coding software that generates color coded strip labels. Labels print from within FileTrail with no separate programs to execute and no extra clicks.

# RFID COMPONENTS

FileTrail is the leader in RFID-based Item tracking. All FileTrail RFID solutions employ UHF Class 1 Gen 2 [Gen 2] RFID technology. Gen 2 is the same RFID technology used by large retailers and grocers to track and manage inventory. Gen 2 is the latest RFID standard, providing enhanced performance and less-expensive tags. Please see the FileTrail website for more information on RFID and a comparison to previous RFID technologies.

## SOFTWARE

### RF-Enterprise

RF-Enterprise is a suite of tools that manage the collection of data from Network-based RFID components. RF-Manager is a .Net application used to identify RFID components and link them to a named location. RF-Service is a .Net service that collects RFID data from various RFID components and converts it into meaningful Item tracking transactions. RF-Enterprise must be installed on a local server in each office.

### RF-Desktop

RF-Desktop is a .Net application installed on a user's workstation that communicates with an RF-DeskTracker. RF-Desktop contains several functions to accommodate the use of RFID on-screen or as part of the Passive Tracking concept.

### RF-DeskZone

RF-DeskZone is a .Net Service installed on a user's workstation that communicates with an RF-DeskTracker. RF-DeskZone runs transparent to the user, passively logging check-outs as it reads RFID tags.

### RF-Zoneware

RF-Zone resides on a ZonePort and provides filtering of tag data. With read rates approaching 400 per second, the filtering function is critical to minimize network traffic. ZoneWare is able to eliminate over 99% of redundant information.

## SOFTWARE / HARDWARE

### RF-TrackingTag

RF-TrackingTags incorporate microchips that uniquely identify each Item. RF-TrackingTags have a pre-programmed unique value and do not require programming, saving you valuable time in Item tagging. Our ultra-thin tags are easy to apply, and have a smooth surface making them more durable.

## **RF-Tagger**

The RF-Tagger is a short-range reader that is ideal for the tag assignment process when creating new files or converting existing files. The RF-Tagger contains an optical sensor that activates a single read, and requires a USB port.

## **RF-DeskTracker**

The RF-DeskTracker is a powerful tool for reading tags that connects to a PC workstation. With a read range of 2 to 6 feet, it is ideal for file counters and return bins, but can also be used for assigning tags, check-in, and check-out, as well as to display Item details.

## **RF-Mobile**

The RF-Mobile and the portable RFID tracker help you perform work without being tethered to a PC workstation. With a read range of 2 to 4 feet, you can complete tracking and audit transactions quickly. Our RF-Mobile software includes QuickFind to locate missing items like a metal detector.

## **RF-ZonePort**

The RF-ZonePort is an IP-addressable device that plugs into an Ethernet network and comes in two models supporting two or four RF-ZoneTrackers. RFID data is collected, buffered, filtered and reported to RF-Service.

## **RF-ZoneTracker**

The RF-ZoneTracker can be placed at individual's desks or in strategic locations where files move. With a practical read range up to ten feet, the RF-ZoneTracker tracks Items automatically as people go about their normal work.

# RFID BEST PRACTICES

## Assignment of Tags

RFID tags should be placed in a consistent location on the outside cover of the file. Visibility in a consistent location makes it easy for staff to determine whether a file has or has not had a tag assigned.

No tags should be put on a file without following a formal process to record the tag value – errors are less likely to happen when you can rely on the fact that every file with a tag has had the tag assigned. Files that have a tag but have not had the tag value recorded will create confusion about the status of the file.

Prior to implementation all circulating files should be tagged. This can be most easily done using a laptop with a USB bar code scanner that can be carried from office-to-office. If a wireless network is in place this will further simplify the setup in each location.

Prior to implementation Client may want to tag a range of files in an active file room. This can be most easily done using a laptop with a USB bar code scanner on a tall rolling cart. This allows files on shelves to be tagged in place on the shelf, avoiding the movement of files from the shelves to a work area.

When files have an existing bar code, tagging may be done prior to FileTrail being installed using Excel or an Access database to collect the bar code and the tag value. This will work only when the bar code values are available in a legacy tracking system or some other data source.

When files have an existing bar code consideration must be given to how secondary volumes are bar coded. If secondary volumes do not have a unique bar code compared to the original volume then the secondary volumes will need to go through a separate process where the volume is created in FileTrail which will assign a unique bar code. The original, non-unique bar code must be disabled by darkening at least one vertical white space in the middle of the bar code with a permanent black marker.

On, or before implementation day processes should be put in place to:

- Tag all new files as they are created.
- Tag all untagged files in file rooms as they are pulled.
- Tag all untagged files in storages as they are retrieved.

## Use of Carts

FileTrail positions RFID hardware to get the most reliable performance. The combination of a larger number of files and shorter amount of time in the read-zone reduces reliability. For this reason, FileTrail does not recommend nor warrant performance when carts are used. In places where carts must be used the best results are going to come from allowing a longer time in the read-zone and use of non-metallic carts.

## Use of File Storage

RFID tags cannot be read through metal. If you want to read tags in a metal file cabinet you will need to open the cabinet drawer.

Reading tags near metal can have a negative effect. Radio waves reflect off metal surfaces. In a partial or full metal enclosure, such as shelving or drawers. Reading at higher power levels may cause more tags may respond to the signal at once, increasing the difficulty of reading tags. You should reduce the power level in these environments.

Tags sitting on a metal surface may not read. The reflection from a metal surface can overpower the response from a tag. The solution is the separate the tag from the metal surface by an inch or more. When auditing shelves, you need to be conscious of the tag that may be pressed within 1 inch of the metal end of the shelf.