Filevine

Sales Order and License Agreement

All prices are in USD

Customer Information			
Subscriber:	Missoula City Attorney	**Principal Contact:**	Kelleen Roseboom
Billing Address:	435 Ryman St. Missoula, MT 59802	**Phone Number**:	4065526020
		Email:	RoseboomK@ci.missoula.mt.us
Billing Contact:	RoseboomK@ci.missoula.mt.us	**Payment Method:**	Check

Product	Billing Cycle	Initial Term Start Date	Initial Term End Date	Fee Type	Quantity	Unit of Metric	Unit Price	Total Annual Price
Filevine User Licenses	Annual	10/1/2021	9/30/2024	Recurring	20	Per User/Per Month	$98.10	$23,544.00
Docs+	Annual	10/1/2021	9/30/2024	Recurring	20	Per User/Per Month	$36.00	$8,640.00
Vinesign	Annual	10/1/2021	9/30/2024	Recurring	10	Per User/Per Month	$21.25	$2,550.00
Filevine Enterprise Automation	Annual	10/1/2021	9/30/2024	Recurring	1	Per Integration	$5,000.00	$5,000.00
Docs & Data Migration	One-Time	10/1/2021	9/30/2024	One-Time	1	N/A	$9,500.00	$9,500.00
Implementation & Customization	One-Time	10/1/2021	9/30/2024	One-Time	1	N/A	$23,000.00	$23,000.00

Annual Recurring Fees
$39,734.00
One-Time Fees
$32,500.00

All pricing, fees and discounts described in this Sales Order are contingent upon Subscriber's execution and return of this Sales Order no later than September 30, 2021 (unless countersigned by Filevine).

This Sales Order incorporates by reference: (i) the Order Form Terms attached hereto as Exhibit A; (ii) the Standard Data Migration Terms and Standard Training & Implementation Terms attached hereto as Exhibit B; (iii) the Filevine Terms of Service attached hereto as Exhibit C; (iv) the Product Terms referenced in Section 6 below; (v) a letter of attestation attached hereto as Exhibit D; (vi) certain statements of policy of Subscriber attached hereto as Exhibit E; and (vii) the Scope of Services attached hereto as Exhibit F (subject to the qualifications noted in Section 2 of Exhibit A) (collectively, the "Agreement") create the entire Agreement between the Subscriber and Filevine. Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F and the Product Terms are hereby incorporated by reference. In the event of any inconsistency between this Sales Order and the Terms of Service or the Product Terms, the Sales Order shall prevail.

WHEREFORE, the parties agree to the terms hereof and have caused this Sales Order to be executed by their duly authorized representatives. This Sales Order shall be effective as of the date of the last party to execute it. This Sales Order may be executed in one or more counterparts, each of which shall be deemed an original, and which when taken together shall constitute one complete instrument.

Filevine, Inc.	Subscriber
Signature:	Signature:
Printed Name: Sean Dowdle	Printed Name: John Engen
Title: VP of Sales	Title:
Date: 9/20/2021	Date:

<p style="text-align:center"><u>**Exhibit A**</u>
Order Form Terms</p>

1. **Products and Services**. Subscriber agrees to pay for the Products and Services identified in this Sales Order. Subscriber shall have access to the Filevine Products and/or Services upon execution of this Sales Order pursuant to the terms and conditions contained herein.

2. **Scope of Service.** Filevine's response to the City of Missoula's RFP for a legal case management system, Section 2, Scope of Services, attached as Exhibit F to the Agreement, as updated/supplemented by the Supplemental Clarifications thereto (collectively, the "Scope of Services"), is hereby incorporated by reference herein. Subscriber hereby acknowledges and agrees that all specifications, timelines, functionalities, abilities and other assurances described in the Scope of Services are estimates only, were made prior to Filevine establishing an implementation plan and timeline for Subscriber and shall not be relied upon by Subscriber as a promise, representation, warranty or guarantee as to Filevine's abilities. The Scope of Services is a good faith estimate and current expectation of Filevine and involves risks and uncertainties. Actual results could differ materially from those anticipated and described in the Scope of Services.

3. **Definitions:** Capitalized terms in these Order Form Terms shall have the same meaning ascribed to them in the Terms of Service unless otherwise defined herein.

4. **Term and Termination**.

   4.1. The Sales Order is binding between Subscriber and Filevine as of the date first signed by a Party hereto (as evidenced on the signature page below), and subject to the terms contained herein.

   4.2. The initial term of this Sales Order shall commence on the Initial Term Start Date, as identified above, and continue until the Initial Term End Date, as identified above (the "Initial Term"). After the Initial Term, this Sales Order shall automatically renew for additional terms of 3 year(s) (each a "Renewal Term") (the Initial Term together with any Renewal Term, the "Term"), unless either party provides thirty (30) days' prior written notice of its intent not to renew.

   4.3. Early termination does not cancel the obligation to pay fees for the remainder of the Term.

   4.4. Filevine shall have no obligation to retain any Subscriber data more than thirty (30) days after termination.

5. **Right to Use**. Filevine has developed a set of software programs that (among many other features) facilitates and manages internal and external communications within professional offices (the "Software"). Subject to the provisions contained in this Agreement, and conditioned upon Subscriber's compliance therewith (including, without limitation, the timely payment of all Fees), Filevine grants to Subscriber, for the Term, a limited, non-exclusive, revocable, non-assignable, non-transferrable right to use the Software identified in this Sales Order solely for the internal business use of the Subscriber.

6. **Pricing and Payment Terms.**

   6.1. All prices and terms contained in this Sales Order are to be regarded as confidential subject to Montana's public record laws. Filevine acknowledges this Agreement will be entered into the public record for approval and an executed copy maintained in the City's record archives.

   6.2. Filevine may increase fees at the end of the Initial Term or any Renewal Term, upon no less than forty-five (45) days' prior written notice. Such increase shall take effect upon the commencement of the next Renewal Term.

   6.3. **Payment**: Annual Recurring Fees and One-Time Fees shall be due upon signing this Sales Order. Payment in full is due prior to commencement of service and upon the anniversary of the Initial Term Start Date. Failure to paywithin thirty (30) days of the invoice due date may result in the suspension and/or termination of service. All amounts specified herein reflect the cash price for the use of Filevine Products and Services. Except as otherwise specified herein (i) Annual Recurring Fees and One-Time Fees are based on the Products and Services purchased and not actual usage; and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

      6.3.1 **Overages**. Overage Fees, as identified in the Product Terms (as defined below) will be invoiced monthly inarrears.

<p style="text-align:right">**VER 3.3**
12/2/2020</p>

6.3.2 **Late Fees**: Subscriber shall pay all invoices within thirty (30) days, via credit card, check or bank wire. Overdue invoices shall incur interest at the lesser of 1.5% per month or the highest rate allowed under applicable law. Subscriber agrees to pay all costs of collection, including any attorneys' fees, costs and expenses.

6.3.3 **Adding Users:** Filevine authorizes one individual user per Filevine License. Individuals may not share usernames and passwords at any time. Subscriber may add additional Filevine Licenses at the same rate as identified above. Additional License Fees will be prorated for the remaining term of the contract and added to Subscriber's next invoice.

6.3.4 **Invoicing.** For Sales Orders with Annual Recurring Fees of less than $10,000.00 USD, Subscriber shall provide Filevine with valid and updated (i) credit card information; or (ii) ACH debit information. Where Subscriber provides Filevine with either credit card or ACH debit information, Subscriber authorizes Filevine to (y) charge Subscriber's credit card, or (z) withdraw from Subscriber's bank account, all amounts listed inthis Sales Order for the Initial Term and any Renewal Term, as set forth in Section 3.2 of this Sales Order. Such charges shall be made in advance, and in accordance with the billing frequency stated above. If the Sales Order specifies that payment will be by a method other than a credit card or ACH debit, or for Sales Orders with Annual Recurring Fees of more than $10,000.00 USD, where Subscriber does not elect to provide credit card or ACH debit information, Filevine shall invoice Subscriber accordingly and in advance per the Sales Order.

6.3.5 **Taxes.** Annual Recurring Fees, One-Time Fees, and any other amounts payable by Subscriber under this Sales Order are exclusive of taxes and similar assessments. Without limiting the foregoing, Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, whether or not known to Subscriber and/or Filevine, other than any taxes imposed on Filevine's income.

7. **Products**. Product descriptions and Product-specific terms (the "Product Terms") can be found at: https://www.filevine.com/product-terms/.

8. **Technical Support:** Filevine shall provide Subscriber with unlimited access to the Filevine Help Center. Subscriber will also have access to telephone-based, email-based, and online chat-based technical support services during Filevine's regular business hours, 7:00 a.m.- 6:00 p.m. Monday to Friday U.S. Mountain Time, excluding U.S. holidays. Filevine also provides access to our account management team at no additional charge. This individual acts as a liaison across departments to meet the client's needs. The client's dedicated AM can be reached by phone or email during typical business hours, Monday through Friday. Additionally, our account management team may be accessible outside of business hours for emergency escalations, should they arise.

Exhibit B
Standard Data Migration Terms and
Standard Training & Implementation Terms

1. **Training & Implementation:** The following training & implementation services shall be provided. Anything beyond the standard, as described below, may incur additional fees.

Notwithstanding anything to the contrary contained herein, Subscriber has elected to implement the Filevine Products and/or Services with Data Migration (Data + Docs). Subscriber understands and acknowledges that it shall be solely responsible for migrating any existing data into the Filevine Products and/or Services.

Training and Implementation
6 FV Admin Trainings w Dedicated Trainer + Unlimited Group Training
Firmwide Launch Training
Consultation & Custom Template Build
Setup of Other Purchased Filevine Products
1 Filevine Settlement Fusion
1 Taskflow (live with Client post-Training)
1 Deadline Chain (live with Client post-Training)
1 Document Generation Template (live with Client post-Training)
Mapping Training and Assistance
If Purchased - Doc Gen Completion as contracted

Migration (Data + Docs)
Load & Intake of Data/Docs
Document Scan & Analysis for Alignment
Provide Doc Alignment Requirements to Client (where req'd)
Inventory Data and Provide Pre Migration Analysis Tool
Migration Scoping Based on Analysis of Legacy System
Map Review with Client
Representative Case Creation (max 3 project templates)
Test Scripting - Data
Test Scripting - Docs
Test Review and Edits
Data Resync - Monitor
Data Resync - Doc Scan
Data Resync - Script Run
Production Push

Filevine, Inc. Terms of Service

Last Updated: June 7, 2021

Welcome to Filevine, Inc. ("Filevine", "we", or "us"). Filevine provides a legal case management platform and various add-on products (the "Products"), and related support and hosting services ("Service" or "Services") to its Subscribers. By signing up for Filevine's Products and Services, you, the Subscriber, agree to the following Terms of Service, which, together with the Sales Order, constitute a legally enforceable agreement governing your use of the Products and Services. If you are entering into this agreement, you affirm that you are either more than 18 years of age or have reached the age of legal majority in your jurisdiction of residence, and, if you are entering into this Agreement on behalf of a company, that you possess the requisite authority to enter into this Agreement on behalf of the company. You further represent that you are not a competitor of Filevine nor do you represent, directly or indirectly, a competitor of Filevine.

1. **Agreement Structure; Definitions**

    1.1   These Filevine Terms of Service establish the general terms and conditions to which the parties have agreed with respect to the provision of the Products and Services by Filevine to Subscriber. Additional terms for the provision of the Products and Services are contained in the applicable Sales Order for the purchase of such Products and/or Services. "Sales Order" means the document(s) signed by the parties that set forth the order-specific information, including product descriptions, license quantities, license fees and other such information which incorporates by reference these Filevine Terms of Service. Your use of the Products and/or Services constitutes your agreement to this Agreement (as defined below). These Terms of Service apply to all visitors and all who access the Products or utilize the Services.

    1.2   The Sales Order, together with these Filevine Terms of Service, constitutes the "Agreement" between the parties. Both parties acknowledge and agree to be bound by the terms of this Agreement.

    1.3   To the extent the terms of the Filevine Terms of Service conflict with the terms of the Sales Order, the Sales Order shall prevail.

    1.4   *Definitions.* As used in this Agreement, the following defined terms shall apply:

      1.4.1   *Agreement* means the Filevine Terms of Service together with the applicable Sales Order(s).

      1.4.2   *Confidential Information* means all information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential in writing or that should reasonably be understood to be confidential given the nature of the information or circumstances surrounding the disclosure. Confidential Information includes, but is not limited to: information relating to a party's software or hardware, source code, API data files, documentation, specifications, databases, system design, and development methods as well as information relating to the party's business and marketing plans, financials, product plans, designs, customer lists, and business processes.

      Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without any breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without recourse or use of the Confidential Information disclosed under this Agreement.

1.4.3   *Disclosing Party* means the party disclosing Confidential Information to the Receiving Party.

1.4.4   *Filevine* means Filevine, Inc.

1.4.5   *Intellectual Property Rights* means, on a worldwide basis, any and all: (i) rights associated with works of authorship and literary property, including copyrights and moral rights of any author; (ii) trademarks, service marks, logos, trade dress, trade names (whether or not registered), and the goodwill associated therewith; (iii) rights relating to know-how or trade secrets; (iv) patents, designs, algorithms and other industrial proprietary rights; and (v) any other intellectual or industrial property rights, whether now or hereafter existing, and whether or not protected, filed, registered or recorded.

1.4.6   *Receiving Party* means the party receiving Confidential Information from the Disclosing Party.

1.4.7   *Sales Order* means the document(s) signed by the parties that set forth the order-specific information, including product descriptions, license quantities, license fees and other such information which incorporates by reference these Filevine Terms of Service.

1.4.8   *Services* means implementation, data migrations, integration, training and any other consulting or service-based services.

1.4.9   *Products* means the cloud-based legal case management Products and any other add-on functionality provided to Subscriber by Filevine, as more particularly identified in the applicable Sales Order(s).

1.4.10 *Subscriber* means the legal entity or individual that enters into this Agreement and is identified on the applicable Sales Order(s), and its representatives, agents, employees, and contractors.

1.4.11 *Subscriber Data* means any data, information or material Subscriber provides or submits through the Products.

2   **Products Implementation and Data Migration.**

2.1   *Implementation.* Filevine will provide the Products and Services as specified in the applicable Sales Order. Subscriber shall provide a primary and secondary point of contact (the "Filevine Administrator") to coordinate communication and make decisions during the implementation process. Subscriber understands that Filevine's completion of the implementation process is entirely dependent upon the Subscriber's timely and effective completion of responsibilities under the terms of this Agreement. In the event on-site implementation services are required, Filevine may pass on any incidental travel-related expenditures to Subscriber, as agreed to and specified in a Sales Order.

2.1.1   Subscriber represents and warrants that it will engage in good faith best efforts to implement the Products and Services.

2.1.2   Subscriber understands and acknowledges: (i) that its failure to engage in good faith best efforts to implement the Products and Services shall relieve Filevine of its obligations to implement the software within any specified period of time; (ii) that its good faith efforts, including timely and responsive communication surrounding the implementation efforts are expected and relied upon by Filevine; and (iii) Filevine cannot complete a successful and timely implementation absent Subscriber's good faith best efforts and cooperation.

2.2   *Data Migration.* Filevine will provide data migration services as specified in the applicable Sales Order. Subscriber must provide Filevine with the names and contact information of the Subscriber's Filevine Administrator(s) to coordinate communication and make decisions during the data migration processes.

Subscriber acknowledges and agrees that Filevine's completion of the data migration process is entirely dependent upon the Subscriber's timely and effective completion of responsibilities under the terms of this Agreement.

Data Migration includes import of any necessary data into your Filevine organization. Subscriber must provide to Filevine a copy of Subscriber Data prior to the beginning of the migration process. Filevine is not responsible for extracting Subscriber Data from Subscriber's previous provider.
Filevine will use the copy of Subscriber Data to perform test migrations. Subscriber acknowledges that the migration process is a shared responsibility between Filevine and Subscriber. Subscriber feedback is necessary at each test or draft migration to ensure the Subscriber Data is being imported and mapped appropriately.

Any updates to the migration itself after it has been approved for final migration will be considered to be additional work, possibly incurring additional time and costs. Following a Subscriber-approved test migration, an updated copy of the data is required in order to perform the final migration, if Subscriber desires the most up-to-date data possible.

Filevine guarantees the holding of Subscriber's copy of Subscriber Data for 90-days following the final migration. After 90 days, the copy of Subscriber Data will be scheduled for hard deletion from the Filevine systems. Should a need arise for the copy of Subscriber Data to be restored after such deletion, Subscriber is responsible for delivering a new copy of Subscriber Data in a usable format to Filevine.

2.2.1   Subscriber represents and warrants that it will engage in good faith best efforts to migrate the Subscriber Data.

2.2.2   Subscriber understands and acknowledges: (i) that its failure to engage in good faith best efforts to migrate the Subscriber Data shall relieve Filevine of its obligations to complete the data migration within any specified period of time; (ii) that its good faith efforts, including timely and responsive communication surrounding the data migration efforts are expected and relied upon by Filevine; and (iii) Filevine cannot complete a successful and timely data migration absent Subscriber's good faith best efforts and cooperation.

2.3   *Subscriber Data.* Subscriber understands that it is solely responsible for retrieving data from Subscriber's previous provider and providing such data to Filevine in a reasonable, commercial format that is widely utilized within the industry. Subscriber further understands that it is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data submitted to Filevine in a reasonable, commercial format that is widely utilized within the industry. Failure of Subscriber to provide data in a reasonable, commercial format may result in additional fees for conversion to the correct format and/or other actions taken by Filevine on Subscriber's behalf to allow for the use of Subscriber Data. Data migration fees include up to three (3) test or draft migrations and one (1) final migration. Any additional tests and/or changes after the live migration may incur additional fees.

2.4   Failure by Subscriber to reasonably comply with this section will not delay or otherwise modify the Initial Term Start Date and payment obligations contained in this Agreement.

3   **Security.** Filevine implements reasonable and appropriate measures to protect Subscriber Data from accidental or unlawful loss, theft, access or destruction.

3.1   Filevine agrees to adhere during the term of this Agreement any renewals to all CJIS requirements. Filevine's August 20, 2021 Letter of Attestation for Adherence to CJIS is Attached to this Agreement as Exhibit D.

4 **Obligations of the Parties**

4.1 *Authorized Licenses.* Filevine authorizes one individual per Filevine License. Individuals MAY NOT share Filevine Licenses to access the Products at any time. In the event Filevine reasonably believes that Filevine Licenses are being shared, Filevine will require Subscriber to purchase additional Filevine Licenses.

4.2 *Licenses.* Subscriber understands and agrees that its right to use the Products is limited to the number of Filevine Licenses purchased in accordance with the applicable Sales Order. The number of Filevine Licenses identified in the applicable Sales Order represents the number of licenses for which the Subscriber agrees to pay for the Term. Filevine will not adjust License Fees or refund amounts paid for any decreases in the number of Filevine Licenses used during the Term. In the event Subscriber uses more Filevine Licenses than specified in the Sales Order, Subscriber will be obligated to purchase additional Filevine Licenses, in excess of what is specified in the Sales Order.

4.3 *Compliance with Applicable Law.* Subscriber shall, at all times, use the Products in a manner that is compliant with all relevant, applicable federal, state and local laws and regulations. Subscriber shall defend and indemnify Filevine and its directors, officers, agents or employees against any and all liability associated with Subscriber's breach of this section.

4.4 Filevine agrees to maintain all subscriber data on servers in the United States subject to US law. The Subscriber of Missoula owns all data and vendor shall surrender the data to the City at the termination of this Agreement.

4.5 *Subscriber Use Restrictions.* Subscriber shall use the Products only in accordance with these Terms of Service. Subscriber shall not, and shall ensure that its affiliates, employees, consultants, contractors, agents, representatives or other third parties do not: (a) modify, adapt, alter, translate or create derivative works of the Products; (b) sell, resell, sublicense, distribute, rent, loan or otherwise transfer the Products to a third party; (c) reverse engineer, decompile, decipher, disassemble or otherwise attempt to derive the source code for the Products; (d) attempt to gain unauthorized access to the Filevine Products or its related systems or networks; (e) interfere with or disrupt the integrity or performance of the Filevine Products; (f) access or use the Filevine Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights of any third party; (g) or use or copy the Products, except as expressly permitted in these Terms of Service and the applicable Sales Order; (f) engage in activity that involves the transmission of "junk mail" or unsolicited mass mailing or "spam" to individual consumers; (g) submit Subscriber Data or any other data that contains viruses, Trojan horses, worms, or any other similar form of malware; or (h) use or access the Filevine Products for any fraudulent purposes or in any manner that violates any applicable federal, state, or local law or regulation.

Filevine recommends accessing the Products through the Google Chrome web browser ("Browser") and ensuring that all Browser updates are installed. While not recommended, if other web browsers are used to access the Products, Subscriber shall ensure that the web browser supports HTTP/2 and TLS 1.2 or 1.3.

Failure to comply with this Section shall be deemed a material breach of this Agreement by Subscriber.

4.5 *Filevine Obligations Surrounding Personal Information.* In accordance with California privacy law, neither Filevine nor its affiliates, employees, consultants, contractors, agents or representatives shall be permitted to: (a) sell or share any and all personal information; (b) retain, use, or disclose personal information for any purpose other than to provide services hereunder; or (c) combine personal information it receives from Subscriber with personal information it collects on its own or receives from a third party for any non-business purpose. Notwithstanding the foregoing, Filevine shall be permitted to

(a) process or maintain personal information on behalf of the Subscriber; (b) retain another service provider as a subcontractor subject to the same requirements as Filevine is under California privacy law (Filevine has no actual knowledge or reason to believe any service provider or subcontractor intends to commit a violation of California privacy law); (c) use personal information for internal use to build or improve the quality of its services provided that the date is not used to build household or consumer profiles; (d) use personal information to detect data security incidents or protect against fraudulent or illegal activity; (e) use personal information to comply with federal, state, or local laws or a civil, criminal, or regulatory inquiry or demand; (f) use personal information to cooperate with law enforcement agencies; or (g) use personal information to exercise or defend legal claims.

5   **Proprietary Rights.** Filevine owns and retains all rights, title and interest (including Intellectual Property Rights) in and to, the Products and all equipment, infrastructure, websites, materials or deliverables provided to Subscriber by Filevine. Nothing contained in the Agreement shall be construed as granting any license of rights under any intellectual property, including, but not limited to any patents, patents pending, trademarks, service marks, logos, slogans, copyrights or other proprietary information or intellectual property to the other party except during the Term of this Agreement and solely to the extent expressly stated in the Agreement. All rights, title and interest in or to any Intellectual Property Rights relating to the Products and any logos or product names, etc. are reserved and all rights not expressly granted are reserved by Filevine.

Subscriber retains all right, title and interest in and to the Subscriber Data.

6   **Confidentiality.** The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed by the Disclosing Party, using the same degree of care that it uses to protect its own confidential information (but in no event less than a reasonable degree of care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside of the scope of this Agreement. The Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, agents, and contractors who require such access for purposes of carrying out its obligations hereunder, and who have signed confidentiality agreements with the Receiving Party containing protections no less restrictive than those contained in this Agreement or who are otherwise bound by the duty of confidentiality, such as an attorney.

The parties agree that unauthorized use or disclosure of Confidential Information may cause irreparable harm to Disclosing Party and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of posting any bond.

7   **Representations & Warranties.** Each party represents and warrants to the other party that it has the requisite authority to enter into and perform its obligations under this Agreement. Filevine represents and warrants that it will provide the Products and Services in a workmanlike manner and that the Products and Services alone, and not in conjunction with any third-party software or service, do not violate or infringe upon any third party's intellectual property or privacy rights. Subscriber represents and warrants that its use of the Products will not infringe or misappropriate any copyright, trademark, trade secret, patent or other intellectual property right of any third party, and that its use of the Products and/or Services will not violate any applicable federal, state or local law or regulation.

8   **Disclaimers.**

8.1   *Filevine Warranty Disclaimer.* Filevine shall use reasonable efforts consistent with prevailing industry standards to maintain the Products and Services in a manner which minimizes errors and interruptions in the Products and Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance windows or for unscheduled emergency maintenance by Filevine, or because of other causes beyond Filevine's reasonable control, but Filevine will use reasonable efforts to provide advance notice of any scheduled service disruption. However, Filevine does not warrant that the Products or Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from the use of the Products or Services. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS AND SERVICES ARE

PROVIDED "AS IS" AND FILEVINE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, SECURITY OR CONTENT OF INFORMATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT).

8.2   *Use of API Keys.* Subscriber acknowledges and agrees that if Filevine grants Subscriber access to the Filevine API, Subscriber assumes all responsibility for the actions of any person or entity with whom Subscriber shares such API access.

8.3   *Use of Calendar Function.* If Subscriber uses the Filevine calendar feature, Subscriber acknowledges that it is solely responsible for: (i) its own proper data entry; (ii) maintaining any and all said calendar entries; and (iii) maintaining its own mandated deadlines, including but not limited to statutory deadlines. Filevine is not responsible for any misuse of the calendar functionality or any issues that arise from such aforementioned misuse.

8.4   *Third Party Services.* As a part of the Products, Filevine may offer links to, or include within the Products, certain software, services, or information by or from other third parties ("Third-Party Services). Such Third-Party Services are licensed to Subscriber, and Subscriber agrees that its use of such Third-Party Services is subject to and will comply with the license terms of such Third-Party Service and the terms of this Agreement. Filevine is not liable or responsible for any acts or omissions created or performed by these Third-Party Services. The Third-Party Services are provided "as is" and Subscriber will have no remedy against Filevine with respect to any Third-Party Service.

8.5   *Disclaimer for Third-Party Services.* Filevine is not the publisher of information supplied by Third-Party Services. FILEVINE ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS, WARRANTIES, RECOMMENDATIONS, ENDORSEMENTS OR APPROVALS WITH REGARD TO SUCH THIRD-PARTY INFORMATION.

9.   **Limitation of Liability.** NOTWITHSTANDING ANY OTHER TERM HEREIN TO THE CONTRARY AND UNLESS OTHERWISE EXPRESSLY STATED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FILEVINE, ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONSULTANTS OR SUPPLIERS BE LIABLE TO SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES EVEN IF FILEVINE OR SUBSCRIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FILEVINE'S CUMULATIVE LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED TEN (10) TIMES THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING ALLOCATION OF RISK AND LIMITATION OF LIABILITY HAS BEEN NEGOTIATED BY THE PARTIES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN FILEVINE AND SUBSCRIBER.

10. **Mutual Indemnification.**

10.1.   Subject to the terms and conditions set forth herein, each party (an "indemnifying party") shall indemnify, hold harmless, and defend the other party, its affiliates and their respective owners, officers, directors, employees, agents, successors and permitted assigns (collectively, "indemnified party") from and against any and all claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses of whatever kind, including reasonable attorneys' fees, that are

incurred by indemnified party (collectively, "losses") as a result of any (i) material breach of any material representation, warranty or covenant under the Agreement by indemnifying party; (ii) grossly negligent or more culpable act or omission of indemnifying party (including any reckless or willful misconduct) in performing its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of indemnifying party (including any reckless or willful misconduct); or (iv) failure by indemnifying party to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, Filevine is not obligated to indemnify, hold harmless or defend Subscriber against any claim if such claim or corresponding losses arise out of or result from, in whole or in part, Subscriber's use of the Products in any manner that does not materially conform with the usage instructions/guidelines/specifications.

10.2. NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding.

11. **LIABILITY INSURANCE.** During the term of this Agreement Filevine shall continuously have in effect commercial general liability insurance coverage in the amount of $1,000,000 arising out of any one occurrence and $2,000,000 in the aggregate, and cyber liability insurance coverage in the amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

12. **Termination**

12.1. *Right to Termination*

- Filevine reserves the right, without any prior notice and without liability for any resulting consequential damages, in its sole discretion to terminate your access to the Products.

- Either party may terminate this Agreement immediately upon notice to the other party if the other party commits a non-remediable breach, or if the other party fails to cure a remediable breach within thirty (30) days of being notified in writing of such breach, unless such breach is non-payment of fees due hereunder, in which case such breach must be cured within ten (10) days.

12.2. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, the use right granted to the Subscriber by Filevine shall automatically terminate and Subscriber shall immediately cease using any and all Filevine Licenses.

12.3. *Subscriber Data Backup.* Filevine shall not be obligated to store any Subscriber Data or files for more than thirty (30) days following the termination of this Agreement by either party. Within thirty (30) days following the date of termination, Subscriber shall notify Filevine, in writing, whether it would like the Subscriber Data: (i) destroyed; or (ii) returned to Subscriber in a mutually agreed-upon format. Subscriber shall be solely responsible for all costs associated with such return. Upon written request, Filevine will provide to Subscriber a written certification of the deletion of Subscriber Data. Filevine shall be permitted to retain copies of any Subscriber Data solely for archival, legal and/or regulatory purposes; provided that, Filevine shall not use the Subscriber Data for any other purpose.

12.4. *Survival*. Sections 1, 5, 6, 7, 8, 9, 10, 11, and 12 shall survive the termination of this Agreement.

13. **General Provisions**

13.1. *Relationship of the Parties.* The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.

No party may obligate, incur debt for or on behalf of the other party, or hold himself out as an agent of the other party.

13.2.   *Governing Law.* This Agreement shall be construed, interpreted, and governed by the laws of the State of Montana, without regard to conflicts or choice of law principles. Except as provided in Section 13.3, Filevine and Subscriber consent to the jurisdiction of the state courts of the State of Montana located in Missoula County and the U.S. District Court for the District of Montana.

13.3.   *Dispute Resolution.* Except for: (i) the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or to prevent irreparable harm; or (ii) the right of Filevine to enforce its right to collect amounts due under this Agreement, any claim or controversy arising out of or relating to these Terms and Conditions or to a breach of these Terms and Conditions, shall be finally, and exclusively, settled by binding arbitration in Missoula, Montana. The arbitration shall be held before one arbitrator under the Commercial Arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall apply the substantive law of the State of Montana, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefore. The prevailing party shall be entitled to receive from the other party all attorneys' fees and costs incurred. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Montana. The AAA Commercial Arbitration Rules can be found at www.adr.org/Rules.

13.4.   *Force Majeure.* Neither party shall incur any liability to the other party on account of any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such force majeure event persists. Force majeure events include, but are not limited to, earthquakes, fires, explosions, strikes, riots, acts of war, acts of terror, acts of God, emergencies, civil unrest, viruses or denial of service attacks, internet or internet service provider failure, or telecommunications failure.

13.5.   *Notice.* Any notice in connection with this agreement shall be given in writing and must be: (a) hand delivered; (b) sent via first class registered mail, postage prepaid; or (c) sent by an internationally recognized overnight air courier, postage prepaid. Notices will be considered to have been given at the time of actual delivery in the case of hand delivery, two (2) business days after depositing in the mail as set forth above or one (1) day after delivery to the overnight courier. At any time, a party may specify a change of address by means of notice as specified in this section.

13.6.   *Entire Agreement and Modifications.* These Terms of Service and the applicable Sales Order(s) set forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior or contemporaneous understandings, whether oral or written, with respect to the same. No other rights are granted hereunder except as expressly set forth herein. This Agreement may only be modified in writing that is executed by an authorized representative of each party.

13.7.   *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to the applicable law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by applicable law, and the enforceability of all other provisions shall remain in effect.

13.8.   *Waiver.* The failure or delay of either party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure of the other party shall not be construed as a waiver of such right with respect to any other breach or failure by the other party.

13.9. *Assignment.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Neither party shall assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; provided, however that Filevine may assign this Agreement and all of its rights and obligations hereunder as part of a merger or sale of all or substantially all of the assets or stock of Filevine. Any assignment by Subscriber without Filevine's prior consent shall be null and void.

EXHIBIT D

Letter of Attestation

[*attached*]

Filevine

To: Missoula City Attorney's Office
c/o: Kelleen Roseboom | Legal Services Administrator
From: Deap Sapp, VP Information Security, Risk & Compliance
Re: Letter of Attestation for Adherence to CJIS
Date: 20 August 2021

Kellen:

We are committed to protecting the Missoula City Attorney's Office ("Missoula COA") information: Filevine believes one of the most effective ways to safeguard Criminal Justice Information (CJI) data is to have security experts who are familiar with the threats facing CJI and the attorneys and case workers accessing this sensitive information. Missoula COA can expect and feel confident knowing Filevine has a dedicated team of experienced security professionals protecting the city's information.

The Filevine security, compliance and privacy experts protecting CJI maintain recognized certifications in secure IT operations, information security, privacy, internal audit and other disciplines including but not limited to the following: CISSP, CCSP, GSLC, GCPM, GLEG, GWAPT, GAWN, CIPP/US, GPEN, GSOC, GWEB, GDAT, GNFA, G2700, GISP, CISA & Others.

We strive to comply with the Department of Justice, CJIS security policy directives and other high security requirements by ensuring Filevine employees that may have access to CJI data are fingerprinted, background checked and pass the Federal Bureau of Investigations (FBI) screening process before being granted access to support these systems. This is in addition to CJIS security training and awareness efforts.

As we hope you understand, Filevine is eager to provide best in class case management services accompanied by an equal investment and value of security. The CJIS Filevine platform is designed to meet very high levels of information security protection including industry best practices for security controls. These security controls are aligned with information security requirements for FedRAMP "Moderate" and CJIS. Additionally, Filevine has been authorized by the ISO for the state of Utah to use the AWS platform and our additional Filevine security controls to meet the requirements detailed within CJIS security policy version 5.9.

AWS currently has security and compliance certifications[1] including but not limited to the following:
• Cloud Security Alliance (CSA) Controls
• International Organization for Standardization (ISO)
• ISO 9001, ISO 27001, ISO 27017, ISO 27018
• American Institute of Certified Public Accountants (AICPA) SOC 1, 2, 3
• Criminal Justice Information Services (CJIS)
• Department of Defense Data Processing (DoD SRG)
• Federal Risk and Authorization Management Program (FedRAMP)
• Federal Information Security Management (FISMA)
• Health Insurance Portability Accountability Act (HIPAA)
• Health Information Trust Alliance Common Security Framework (HITRUST CSF)(1)

Furthermore, Filevine encrypts CJIS data using FIPS certified encryption at rest and in transit. The AWS Key Management System (KMS) system is compliant with FIPS 197, 199 and FIPS 140-2 requirements.

Filevine conducts an independent third-party penetration test every year. We have completed SOC 2 Type I, and we are actively pursuing SSAE 18 SOC 2 Type II. We anticipate our external auditing firm will complete our SOC 2 Type II audit report by October 01, 2021. If desired, our SOC 2 Report may be shared under MNDA.

Additionally, Filevine has performed an evaluation and completion of the unique Montana CJIS security requirements; Filevine is an approved vendor in the state of Montana. Should you wish to verify this information, you may contact:

> **Dawn Temple**
> **Agency Information Security Office**
> **FBI Information Security Officer — State of Montana**
> MT Dept. of Justice | Information Technology Service Division
> Call: (406) 444-2412
> Cell: (406) 671-4590
> Chat: datemple@mt.gov

Filevine is fully committed to protecting and investing in the security of Missoula City Attorney's Office; we look forward to continuing this process and demonstrating our commitment to security and compliance.

Sincerely,

Dean Sapp
VP, Information Security, Risk & Compliance
deansapp@filevine.com
m: (801) 707-5414

References
1. https://aws.amazon.com/compliance/programs/

EXHIBIT E

Policy Statements of the City of Missoula

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, or marital or familial status, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression except where these criteria are reasonable bona fide occupational qualifications. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Human Resource staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, C.E.T.A. program participants, trainees and applicants.

EXHIBIT F

Scope of Services

(*attached*)

Supplemental Clarifications to Scope of Services

The following terms modify/clarify the Scope of Services:

- 1. Subscriber recognizes that data queries in the Filevine system will be handled via Filevine's built-in, and included reporting functionality. Queries directly into the SQL database can be performed through Filevine's optional "Data Lake" product, which is not included on this sales order, but can be purchased separately.

- 2. Subscriber recognizes and agrees that an Account Manager (AM) or Customer Success Manager (CSM) will be assigned to Subscriber's account, and all chat inquiries will be forwarded to Subscriber's AM or CSM directly to stay within CJIS protocols.

- 3. Subscriber recognizes visualization of reports can be provided through Filevine's optional Periscope product, which is not included on this Sales Order, but can be purchased separately.

- 4. On-Site training will take place over a 2-day period on consecutive dates agreed upon by both Filevine and Subscriber, and not on an "as needed" basis. Other training resources will be available throughout the contracted period.

- 5. Filevine successfully handles many of the most common filetypes, detailed below: .ai, .bmp, .gif, .gif (animated), .jpg, .jpg (animated), .png, .txt, .pdf, .pptx, .xsl, .ppt, .doc, .docx, .avi, .mp4, .webm, .mov, .wav, .ogv, .mp3, .wav, .m4a, .wma, .aac, .mid, .midi

Filevine

Scope of Service

1. Forms Management

These services facilitate the creation, modification and usage of electronic forms to capture case and name related information in a structured, consistent format. These services, assist with the development and management of electronic forms, including form field design and data entry validation to assist users with entering relevant data.

Response: Filevine has a variety of different types of sections to choose from to create a template that is tailored just for you. Some of these sections are built-in, while others are customizable. Two of our most popular sections are called static and collection sections, which allow you to completely customize the type of fields, placement and naming conventions to maintain a warm and familiar feel for your team. Static and collection sections both house fields that are customizable, but they differ in how they structure information, which has implications for reports and other functions. Static sections are simple, very customizable and house an array of custom fields. One good example of a static section is an Intake Section. An Intake Section contains many different fields and field types, but there is only one Intake Section for each project, and each field housed in that section exists only once. Examples of the fields in static sections include the date of incident, the client's demographic information, and the details of the incident or arrest. Collections sections, in contrast to static sections, allow users to store multiple sets of similar information and replace any need to store your data in a separate spreadsheet. A collections section creates a "collection" of items, where each item contains a set of fields. A good example of a collections section is a Charges Section which allows users to track the same data points—like Statute, Code, Description and Penalty—for multiple charges. The navigation on the left side creates an intuitive user interface and experience to quickly view and navigate through their case. The ability to engage the Filevine flex sections allows users to turn sections "on" and "off" depending on the stage of your case.

2. Reports Generation: Services will include generating many types of reports including from case files, name files, and overall system data. Reports to include data reports, case status reports, discovery reports, calendar reports, and a variety of statistical, system, and performance reports. Report generation services support the organization and presentation of data into a useful, relevant, and interactive format, including stock reports as well as custom built reports. Vendor offers report building services as well as the ability of the City to create its own reports.

Response: There are various types of reports that can be generated from your organization to provide you with the level of detail you are looking for including, but not limited to audit reports, calendar reports, user reports and fax list reports to name a few. Audit reports are a highly useful type of report that track the activity and productivity of any number of users. By default, all users can create audit reports for their own activity. Project admins can also audit the activity of any user in the projects they are project admins for. And, Org Admins can audit the activity of all users in their Org.

3. Search: These services include the ability for users to search and browse through case, people, and event data to find all records that match the search criteria. Examples include data entered by a certain attorney or cases that were decided in a particular jurisdiction, or records that contain a particular term. **Response:** Filevine's mobility pairs fantastically with the software's ability to provide a user with all of the case information they may need at a quick glance. The system is backed by a sophisticated, yet simple to use, "Search" feature that allows the user to quickly find the cases, documents, notes, etc. for which they are looking. Once a user navigates to a particular matter within Filevine, they immediately see the phase of the matter, the team working on the matter, the most recent updates within the matter, approaching due dates, and many other pieces of important data. In short, the system is optimized to allow end-users to know all they need to know about from the moment they enter the matter's home screen.

Hashtags may also prove useful in categorizing and subsequently easily searching specific data configurations. Hashtags are words preceded by the "pound" or "hash" mark like this: #example. Hashtags are commonly used in social media to help categorize posts into topics. A person wanting to see all posts about a certain topic can search for that hashtag to get comprehensive results. Similarly, Filevine allows for hashtags in not just activity such as notes and tasks, but also on documents and entire projects. For example, the user tags the project as "urgent." This may be useful for the user when they want to run a report of all urgent projects

Additionally, when Docs+ OCR is enabled on your Filevine account, every document you upload or scan into your system will be indexed for search. That means any information present in those documents will be searchable by your team, from anywhere and with any smart device.

Automatic OCR	**Search Simply**	**It's Boolean, Baby**
Automatically scan documents in the background with OCR to make their contents searchable for your team.	Use the "Search for a Project" box from anywhere in Filevine to find what you're looking for on the fly, including specific documents.	Use Boolean terms to target a search more directly with modifiers like "and," "not," "or," and more.

4. Security and Privacy: These services define the capabilities needed to support effective measures to protect and safeguard information and systems from inappropriate or unauthorized use, alteration, loss, or destruction and include, but are not limited to: ensure continuous observation of security rules and regulations; ensure appropriate level of protection for case related information and data; ensure data is protected against unauthorized modification, use, destruction, or disclosure; and assure confidentiality, integrity, and availability. The LCMS must be CJIS compliant and guarantee security of all data including confidential criminal justice information.
Response: Please find a Letter of Attestation for Adherence to CJIS, prepared by Filevine's VP of

Filevine

Information, Security, Risk & Compliance Dean Sapp, included in Section 3 (Vendor Attachments) of this proposal.

5. Case Data Management: Case file data management services determine what data elements should be captured and how data should be used and stored. These services facilitate the storage, processing, exchange and general administration of case related data in the case file. The case file is utilized to provide management oversight to prosecution, civil litigation and general legal services, e.g., management of case related resources, assignments, authorizations and status changes, including metrics and accomplishments.

Response: One-click from a matter's home screen can take end-users to a limitless possibility of next-level information and workspaces. However, without leaving the matter's home screen a user can add a note or send chat messages to other users. A special log called the "Activity Tab" or "Vine" is immediately visible and shows all of the most recent notes, inter-office communications, tasks, emails, and more. The Vine can be filtered to narrow specific items or item types. For example, one could choose to show emails only; the quickest and most efficient way to see every email sent and received relevant to this matter, facilitated by our Microsoft Outlook and Gmail integrations.

In a more specific example, a user could filter the Vine to show only tasks that were assigned to him or her that are currently classified as "Incomplete" or "Overdue." This filter can then be further limited by other relevant metadata. Still, without leaving the main screen, a user can "hover" over a specific "Vitals" section that will then expand, showing a customized list of what the users have deemed to be the most important "quick-look" information. Each case type may have a different set of vitals so that only information relevant to that particular circumstance will be visible. Users also have access to the "Phase" button. The phase classification is meant to show the large-scale status of the matter. Clicking the phase button will show a list of past and future phases. Like nearly every other piece of the case-page, this phase list can be customized to practice area since not all case types move through the same cadence and pattern of phase.

In addition to the "Activity" tab of a matter, the "Documents" tab is sure to be present in any user's customized set of tabs. The Filevine "Documents" tab is unique in that it is specially designed to handle the diverse ways in which each department is forced to process documents. Put simply, if a document or file type touches a matter in any form or fashion, that file will be automatically saved to the documents tab.

Filevine has a variety of different types of sections to choose from to create a template that is tailored just for you. Some of these sections are built-in, while others are customizable. Two of our most popular sections are called static and collection sections, which allow you to completely customize the type of fields, placement and naming conventions to maintain a warm and familiar feel for your team. Static and collection sections both house fields that are customizable, but they differ in how they structure information, which has implications for reports and other functions. Static sections are simple, very customizable and house an array of custom fields. One good example of a static section is an Intake

Section. An Intake Section contains many different fields and field types, but there is only one Intake Section for each project, and each field housed in that section exists only once. Examples of the fields in static sections include the date of incident, the client's demographic information, and the details of the incident or arrest. Collections sections, in contrast to static sections, allow users to store multiple sets of similar information and replace any need to store your data in a separate spreadsheet. A collections section creates a "collection" of items, where each item contains a set of fields. A good example of a collections section is a Charges Section which allows users to track the same data points—like Statute, Code, Description and Penalty—for multiple charges. The navigation on the left side creates an intuitive user interface and experience to quickly view and navigate through their case. The ability to engage the Filevine flex sections allows users to turn sections "on" and "off" depending on the stage of your case.

6. Paperless Environment: These services must provide and support a paperless office solution.
Response: Filevine facilitates an entirely paperless office solution without compromising the accessibility of notes, collaboration, or document storage and sharing.

The Activity Section collects all notes, emails, tasks, texts, and reminders associated with a project and is the main vine of the project. Users can log activity and case updates for all project users to see. Notes are the most basic activity item and are used to inform other users of project updates. They are usually plain text, but they can also include formatting, photos, and attachments. Email activity items are similar in function to note activity items, but they are incoming emails to a project. Emails appear in the activity feed when an email is sent to a project, which is a great way to document communication sent to the client or even involved parties. Similar to email activity items, faxes appear as activity items in fax-enabled projects, or when a fax is moved from a fax-enabled mailroom. Faxes appear in the activity feed when a fax has been sent to a project or moved to a project from the Org's mailroom. Texts are special activity items. Comments on texts are actual SMS message threads that are sent to or from a text-enabled project to the client, rather than communication between team members. Like emails, texts appear in the activity feed when a text is sent to the project or moved into a project from a mailroom. Note, email, fax, and reminder activity items can be assigned to a team member, making them task-activity items. Tasks contain editable due dates and can be marked "done." Assignees and due dates can be adjusted by clicking on the "Assigned To" and "Set For" dropdowns in a task or by adding a comment to the task, like preparing a filing or discovery packet or following up with the client for an upcoming hearing.

Creation of documents is made easy through Filevine. Simple or complex, templated documents can be created with a single click, allowing your staff to seamlessly create documents containing client and case data easily within seconds.

Editing documents will be easier through Filevine, whether a basic Word file, or PDF. Users can also edit any .docx or .xlsx without any document download procedure right from Filevine. These edited documents will be tracked in a version history, tagged by the user who performed the change and timestamped. Filevine's Docs+ feature also allows PDFs to be edited, bate stamped, combined, etc. right within our platform, making it easy for your users to create and produce documents.

![Filevine logo]

Throughout the life of any legal matter, the collection, generation, visibility, and general organization of documents is vital. Like the "Deadlines" tab, the "Documents" tab is sure to be present in any user's customized set of tabs. The Filevine "Documents" tab is unique in that it is specially designed to handle the diverse ways in which legal departments are forced to process documents. Put simply, if a document or file type touches a matter in any form or fashion, that file will be automatically saved to the documents tab.

7. Client Management: The need for services to support the management of day-to-day client relationships and interactions. Clients include other City departments such as the police department, municipal court and the finance department.
Response: Filevine's innovative case management software allows you to keep clients connected and happy while preserving your privacy. We manage contacts extremely well, with the ability to track custom information based on contact type.

Text messages go straight to the case file, therefore nothing falls through the cracks. Any member of your team can respond in a timely manner, so the client gets the attention he or she wants. Your privacy remains unencumbered while allowing the client to feel connected and, as a result, more satisfied with your service.

Filevine's Outlook Add-in integration allows users to complete basic Filevine actions without leaving Outlook. Users are able to send any email to a project, where it will appear in the activity feed, and to comment on emails just as they would in the activity feed. This allows for efficient communication and consistent insight as your team collaborates on cases.

8. Calendaring: Calendaring for multiple people, including cross-access for all department members, multiple cases, schedule entries for upcoming court appearances, filing deadlines, meetings, and hearings for multiple courts, with customized views and printing and tickle events.
Response: Filevine calendaring is dynamic and intuitive. As you create deadlines and events, they are automatically added to the calendars of those involved in the project. There are two types of calendars in Filevine. Every project has a project calendar, which is the projects' own calendar and is accessed by the Calendar Section. Additionally, every user has a personalized global calendar. The global calendar is also a place for project events to which you are an attendee of and all project deadlines to appear, assuming that you are a follower on that case. This calendar draws from all projects on which you are a follower to display all deadlines and all events that you have been invited on to. Additionally, it is possible to share this calendar with third-party services such as Microsoft Outlook and Google Calendar.

The Deadlines section (sometimes called the Reminders section) will house additional deadlines as needed. Deadlines in a Deadline section will appear on the project calendar, and users who have set up the appropriate notifications will receive email reminders. Deadline Chains, which are separate from a Deadline section, will help you stay on top of all of your deadlines. Deadline chains are used for important

deadlines, ensuring that you never have to worry about remembering what's due next. Once an initial date, like a court date or the date of incident, is entered, prerequisite deadlines and/or subsequent deadlines will automatically calculate based on that date. All deadlines appear on the project's calendar and the calendars of any follower of that project. Once you have set up deadline chains for a county, state or even federal courts you can pull from a pool of chains and repurpose the chain of events for future cases.

9. Performance Measurement: These services are concerned with the development, refinement, and usage of performance metrics,
Response: Filevine's robust, native reporting capabilities allow for great insight and measurement of your organization's development, refinement, and usage among other performance metrics. There are various types of reports that can be generated from your organization to provide you with the level of detail you are looking for including, but not limited to audit reports, calendar reports, user reports and fax list reports to name a few. Audit reports are a highly useful type of report that track the activity and productivity of any number of users. By default, all users can create audit reports for their own activity. Project admins can also audit the activity of any user in the projects they are project admins for. And, Org Admins can audit the activity of all users in their Org.

The reporting opportunities are endless, and allow for custom reporting and consistent insight into your organization's most important performance metrics. Users will be well equipped to adjust and configure as your workflows, business processes and priorities change and grow. Additionally, if desired, users may export data and reporting from Filevine to be imported into the business intelligence tool of their choice.

10. Business Rule Management and Automation: Business rules and workflows are reflected in locally determined practices or procedures that govern the way that routine business activities are performed and automated.
Response: Customization continues to the general workflow of a case. New tasks and priorities appear as a matter moves along. Filevine's workflows can be customized by case type so that specific triggers (changing or specific completion of fields, change of phase, completion of other tasks, etc) will send all the appropriate tasks to the specified personnel, complete with specified due-dates. All users will have a convenient, global task list that allows them to personally organize and prioritize their tasks so that no item within their stewardship will be missed. There is to be no more guesswork as to what needs to be done with a particular matter. As time moves along, so does the case, and so do the auto tasks, due dates, and reminders necessary to ensure that each matter is being properly handled.

11. Records Management: Ability to archive and retrieve closed files, and associated data and documents, in an easy and efficient manner.
Response: Every project in Filevine will have an Archived (or Closed) phase included in its workflow to store projects after all work on them is finished. Projects cannot be deleted or removed from Filevine; however, once a project enters the Archived phase, it no longer appears as a search result or on reports,

unless archived projects are specifically included in your request.

12. Document Management: This service will provide the ability to generate, modify, store, retrieve, and archive case and name specific documents within the proposed application and search the same. **Response:** No legal document system is complete without the ability to automatically generate forms, letters, and emails. The unique Filevine auto-generation feature intelligently places form and document generation "buttons" within tabs where work that is relevant to the documents is being completed. From a pleadings tab, for example, a user might customize the system so that once information is being added to a "Pleadings" tab, Filevine will recall the appropriate pleading that the user would wish to generate. As will all other files in the system, generated documents will be automatically sent to the general documents tab.

All documents generated within Filevine are created in a ".docx" format. All documents saved as ".docx" are complete with full version tracking, allowing users to track edits of documents. Filevine also supports ".pdf" documents. This includes the ability to know who has had access to the document, who has edited the document, and what edits have been made. Though these features are extensive, they only appear once a document history has been selected after recalling the specific document, thus keeping the interface clean and understandable before going into the depth of the document history.

Every project (and subsequently the documents within) in Filevine will have an Archived (or Closed) phase included in its workflow to store projects after all work on them is finished. Projects cannot be deleted or removed from Filevine; however, once a project enters the Archived phase, it no longer appears as a search result or on reports, unless archived projects are specifically included in your request.

13. Discovery: Ability to record receipt and processing of discovery requests electronically, including Bates's stamping, redacting, and indexing features to expedite process. Ability to record and produce all discovery electronically through LCMS. Preferably a separate discovery management section of LCMS. **Response:** When enabled in your Account, Docs+ allows users to annotate, comment, sign, and more in documents within Filevine. Features include Create and Edit, Annotate and Shapes, Insert, Edit, and Redact. Unlike shape tools, redaction will "burn through" the text of the document, and cannot be moved or removed when the document is downloaded. Redacted information can, however, be viewed within Filevine in previous versions of the document.

OCR and indexing can be applied either historically, where all applicable documents already in the Org are indexed and become searchable by text, or moving forward, where all applicable new documents in that Org are indexed.

Filevine's Bates Stamping tool applies continuing page numbers with footers across documents. Bates Stamping can be used on any MS Office or image files, all files will be converted to PDFs for the Bates stamp. The Bates stamped documents are copies of the original documents, which will remain untouched in their original locations.

14. Victim Services: This service will provide a victim services management section. Preferred features include data collection for grant reporting and text messaging capabilities.
Response: An individual project type and section types can be configured to manage victim services. Collection fields can be customized to the relevancy of your workflow, and text messaging capabilities are included per all Filevine projects.

15. Legacy Data: This service will import legacy data in a readable, usable format.
Response: Having implemented thousands of clients in legal, government legal, medical, and other professional services, we believe that each build of the Filevine platform should be imbued with the expertise of our users. Filevine is confident it is the best fit for COA, and has extensive experience successfully implementing Enterprise organizations comparable in scale and scope to COA, both in and out of the legal industry. In conjunction with your staff, Filevine will also conduct a detailed review of a representative case to ensure that the client's unique build of Filevine and map of legacy data fits organizational requirements and needs.

Please find our *Filevine Implementation and Migration* whitepaper included in Section II.2 of this response for greater insight into the structure of your implementation.

16. Customization: This service must have the ability to be customized in order to fully support each area of practice within the department - Prosecution, Civil Litigation and General Legal.
Response: Filevine utilizes a consultative methodology of implementation that provides a unique experience and tailored product to meet the needs of each client. Clients are therefore required to complete a comprehensive discovery packet that allows our implementation consultants to have extensive insight into the data sets, processes and workflows that define the organization in question. Each client is assigned a dedicated implementation consultant or implementation team. Implementation consultants meet with clients at a regular interval to complete a variety of required tasks, including further project scoping based on items obtained in the discovery packet, including any requirements for data management and mapping to prepare for launch.

17. Data Query: The services will be written in SQL language and allow the City to query its data as needed.
Response: Filevine is hosted on a SQL database. Filevine provides extensive reporting capabilities that are capable of reporting on all fields within the system, workflows, workloads, employee efficiency, and other data that may be pertinent to the management of a case and the City Attorney's Office.

18. System Integrations: This service includes the ability to build integrations between proposed system and other City systems hosting relevant case and justice data. System integrations include New World LERMS and Work Force Telestaff used by the police department as well as the FullCourt Enterprise and efiling system used by the Missoula Municipal Court and administered by the Montana Judicial Branch.

Response: Filevine's open API enables developers to externally automate user actions. At its simplest, the API enables automation of rote tasks within Filevine or between Filevine and other applications. At its most complex, the API enables deeply connected, enterprise-grade integrations. Filevine has, in the past, made its API available to connect with programs outside of Filevine through custom fields. Further scope and evaluation for these specific integrations would be appropriate to determine time and cost associated.

19. Compatibility: This service must have the ability to interface with other software currently used by the CAO, including but not limited to all Microsoft Office products and AdobePro. LexisNexis research tools preferred but not required.
Response: Filevine does have out-of-box integrations available for the Office365 suite which includes compatibility with Outlook, Calendaring, MS Word, MS Excel, and PowerPoint with easy in-line editing capabilities within Filevine. Filevine's Docs+ and Vinesign features address if not replace many of AdobePro's features bringing all actions whether it be on an editable ".docx" file or a ".pdf" file all into the same screen to reduce unnecessary uploading / downloading of files as you manage your workload.

20. Platform: Cloud based LCMS hosted by vendor. Vendor will maintain all City data on servers in the United States subject to US law. The City owns all data and vendor shall surrender that the data to the City at the end of any contractual agreement.
Response: Filevine's case management system is a cloud-based software built on an unparalleled platform that offers improved ease of use, agility, speed, accessibility, and functionality. Filevine utilizes the highly secure AWS platform, of which all servers are hosted within the United States. Even individuals with average technological capability are very quickly able to learn, use, and customize the system. As an added bonus, users are able to access the software in its entirety on any computer or smart device at almost any location.

At the closure of a contractual agreement between Filevine and Missoula COA, Filevine agrees that the City owns all data and will surrender that data to the City in an exportable format.

Project Detail

C — Proposed system compiles with requirement.
NC — Proposed system does not comply with requirement and cannot/will not be modified.
ALT — Proposer recommends an alternative no-cost way to meet requirement. Proposer must provide an explanation in the "Comments" column.
MOD — Proposed system requires software modification or third-party software to comply with requirement. Please provide an explanation in the Comments column and list additional costs, cross-referencing the requirement in the Cost Proposal.