AN ASP IN THE LEGAL GARDEN OF EDEN:
ENJOY THE APPLE AND AVOID THE SNAKEBITE

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INTRODUCTION

Law firms have never been quick to embrace new technology. When that technology involves communication in any form, the specter of evil is quickly evoked. Who can forget the uproar when fax machines were introduced into the law firm environment? Nay Sayers immediately saw them as a threat to client confidentiality, and predicted all sorts of legal complications associated with their use. Disclaimers ranging from a few lines to upwards of ¾ of a page appeared on transmittal sheets. As the use of the new technology increased, without the feared repercussions, the comfort level increased also. Ironically, the fax machine was indeed the worst thing to happen to attorneys. But it was not because of ethical blunders or betrayal of confidentiality as forewarned, but rather the decreased turnaround time for client service, and the resulting dramatic change to quality of life, both professional and personal.

Cell phones and email became the next evils. One still frequently sees disclaimers created as part of an email sender's auto-signature. And although it very likely does not provide any measure of protection for the sender or firm — due to the fact that it appears **after** the body of the message, unlike the fax cover sheet, which **precedes** the message — it does seem to provide sufficient level of comfort to permit the firm to use the technology. So, while most firms now seem to have become comfortable with and utilize email, there are still a few isolated holdouts who hesitate to use it to transmit information with its clients. According to the Legal Technology Institute, University of Florida, Levin College of Law 2000 Study ("the Study") almost 90% of legal professionals use the internet at work. The Study further found that 80% of the legal profession indicates an increase in internet use in the next year.

So too, some attorneys still refuse to discuss case sensitive information on a cell phone. With the advance of digital technology into the cell phone market, making the expectation regarding cell phone conversation privacy equal to

traditional land line privacy, the concern about eavesdropping and the inadvertent loss of confidentiality is waning, and most attorneys are now embracing cell phone use to routinely keep in touch with clients and their offices.

Today's Nay Sayers have turned their attention to the ASP, or Application Service Provider. ASPs are a natural evolution in the computing environment. They were brought about by advances in and lower prices of broad bandwidth communications such as high speed Digital Subscriber Lines (DSL), Frame Relay, fractional T1 and similar long distance connections, and "Thin Client" technology, which permits the bulk of processing to occur on the server. As law firms became networked, the programs and information which were previously stored locally on the user's hard drive became housed remotely on a server somewhere else in the office. The initial discomfort felt by giving up "control" of one's data was quickly replaced with appreciation for the shared environment. As multi-office law firms began employing wide area network technology (WAN), it became common that the server storing one's data might be in a different office, city, or even country. It's only logical to take the next step, and house one's data on a server maintained off-site, taking advantage of the increased speed and reliability of connections to the internet, with access achieved from any location via a web browser interface.

I was an early proponent of the ASP computing paradigm. I believe it offers the small and mid-size firm the opportunity to level the playing field with its larger competitors. According to the ABA "Lawyer Statistical Report", 83% of lawyers practice in small firms of 1-50 attorneys. In Pennsylvania, the statistics reveal that over 50% of attorneys practice in firms of 5 attorneys or less. So anything which gives the small firm attorney an additional edge deserves careful evaluation and consideration in my opinion.

The ASP enables firms with limited resources to replace the large capital expenditures needed to perform a "forklift upgrade" of its computer systems to instead make manageable monthly payments. It enables firms to get their IT functions up and running in record time. It enables them to access the same high-performance, high-cost applications used by their larger competitors, at affordable prices. And even large firms find the ASP an attractive solution to get around the shortage of qualified IT personnel. By outsourcing IT services to an ASP, a firm can return its focus to its core business — providing legal services to its clients.

Not all ASPs are created equal, however. And certainly this new paradigm is fraught with pitfalls which must be noted and avoided. The purpose of this article is to help a firm identify the various XSP services available, determine how to distinguish between the winners and losers, identify the pitfalls and suggest strategies to avoid them, and to present case histories of two firms which have recently embraced the ASP paradigm at their firms.

THE XSP MENU

There are now a large number of service providers yearning to earn your limited IT dollars. Best known is the ISP, or Internet Service Provider. Not even the largest corporation would think of functioning as its own ISP. ISP services range from basic email and connectivity to the world wide web, to complete Web hosting, design, e-commerce, and virtual private network ("VPN") services.

The Storage Service Provider, or SSP, recognizes the growing need for highly-available information storage systems. A firm can have secured access to literally terabytes of storage, which can be accessed from anywhere.

Management Service Providers, or MSPs, can monitor your web site, fine tune your network and maintain its performance, analyze your applications, and relieve the firm of the nightmare of maintaining an IT department. The MSP can provide the right technical person, at the proper level of expertise, for your IT project or problem more affordably than you can, and only for the number of hours needed. Most firms, particularly mid-size firms, must hire someone who is either too experienced or too inexperienced for most tasks. In the first instance the firm will overpay for services, and struggle to retain the IT staffer, usually losing him or her to boredom and higher pay in the marketplace. In the latter instance the firm will find their IT person unable to meet expectations much of the time. So outsourcing this function becomes a no-brainer. Particularly when you consider that the Study found, not surprisingly, that almost 40% of small firms have no in-house IT staff.

Of course, the Application Service Provider, or ASP, concentrates on delivering the most common desktop applications in a user-friendly configuration, while eliminating the firm's need to maintain the IT environment. It's not uncommon for some ASPs to concentrate in particular products, such as case management, time & billing, document management, payroll, and/or basic applications such as word processing, and personal productivity such as email,

calendar, and tasks. There are already a few ASP sites which are beginning to dominate this new market. Take a look at casecentral.com, elite.com, jdusa.net, reallegal.com, serengetius.com and network-alternatives.com.

As client demands for case-related information increases, an ASP solution will become an increasingly attractive solution for firms. The Study found that 43% of the respondents from large firms reported receiving an increase in requests for real-time access to case-related information from clients. Over 35% of mid-size firms, and almost 17% of small firms report the same. Firms must be able to respond quickly to these client demands, and in many cases only an ASP solution will enable the firm to nimbly and affordably modify its existing technology infrastructure to do so.

Because most ASPs offer limited, if any, customizations, some customers are willing to pay much higher rates for highly customized solutions offered by Business Service Providers, or BSPs. The BSP faces a much higher initial investment in labor, facilities and software than the typical ASP, in order to meet the unique demands of its clientele. As a result, those BSPs which will likely survive in the competitive dot.com economy are those which are the result of joint ventures between consultancies, software vendors, and internet hosting providers.

THE HORROR STORIES

One has only to participate in some of the legal-specific listservs to read the early horror stories regarding ASP failures. In December, 2000 the news hit the ABA listserv SOLOSEZ regarding the failure of HotOffice.com, an ASP which enabled the mobile attorney to set up a virtual office replete with multiple email accounts, calendar, document sharing, message boards, and more. Law firm customers of HotOffice.com received this abrupt email on December 7th:

> *Dear Customer:*
>
> *It is with great disappointment that I email you today to notify you that HotOffice will cease operations on December 19, 2000. After this date, your HotOffice site and any information stored on it will no longer be accessible.*
>
> *Like many Internet companies, despite exhaustive efforts, we were unable to raise capital given the current market*

> *conditions and were left without other options. We have
> greatly enjoyed serving our customers and want to assure
> you that we are doing everything we can to give you time to
> make a smooth transition.*

While this notice sent HotOffice customers scrambling to relocate its data before the impending cutoff, it was not as bad an experience as that experienced by customers of Red Gorilla, an online time & billing vendor geared toward lawyers and other time–based professionals. A November 13, 2000 story in the <u>National Law Journal</u> written by Clair Barliant entitled "ASP Goes Bankrupt; Is Your Data Dead?" explains:

> *On Monday, Oct. 16, Tony Timmons went to look at his
> billing records. He was mildly surprised to find that the
> site was not working. . . . Because Timmons planned on
> opening additional field offices, he chose a Web-based
> service that would be accessible anytime, from anywhere.*
>
> *. . .After a week of not being able to log on, Timmons
> finally reached Red Gorilla's web site administrator. "I
> asked him if the web site was down," recalled Timmons.
> "He said, 'Actually, Red Gorilla is bankrupt.'"*
>
> *Although the company has yet to file for bankruptcy, Red
> Gorilla shut its doors and sent employees home on Oct. 6.
> It closed permanently the following Monday. "Right now,
> the system is offline, all the employees were let go, and
> there's no money in the bank," John Witchel, Red Gorilla's
> chief executive officer, told reporters on Oct. 17.*
>
> *After Timmons realized that Red Gorilla was no more, he
> did not have access to his data for a number of weeks, and
> had to re-input all of his customer information.*

Anyone considering entering into an agreement with an ASP dreads the possibility of losing access to their data, even if only for a day, and of finding the ASP later listed at www.fuckedcompany.com, a well-regarded (and offensively named) web site that tracks dot-com failures. Unfortunately, many dot-com companies are under-financed and risky ventures. With the ability to produce

sophisticated marketing pieces relatively inexpensively on a desktop computer, it's easy for a start-up dot-com to give the appearance of prosperity and longevity to unwary potential customers.

Consider that at last year's Delaware Valley Legal Expo there were three ASPs. One, Network Alternatives, already had a strong infrastructure in terms of facilities, IT staff, and customers. Another, BEC Group, was relatively new to the ASP market, but had a strong established base of network integration clients to support it as it sought out web design and hosting clients. The third, netASPco.com, had only one beta customer, and their facilities consisted of a server residing in the basement of the Vice President of Operations. By outward appearance, however, there was little to differentiate the three vendors. Only by asking the right questions, can one hope to avoid doing business with an ASP which may become the next listing on the infamous site referenced above.

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QUESTIONS TO ASK

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Before selecting an ASP you need to ask questions designed to cover a multitude of areas:

- §   Find out how long the ASP has been in operation and how many customers it has. Ask for at least a dozen references comparable to your practice.

- §   Find out what the ASP's infrastructure is, in terms of equipment, facilities, security, redundancy, disaster preparation and so forth.

- §   You will need a migration plan for your existing data. Find out whether the ASP offers these services, and whether there is any additional charge. Be sure to ask the references how the migration of their data went.

- §   You need an internet connection which ensures reliability and speed, meaning a business-grade DSL, cable or T1 connection, with some secondary connection, such as ISDN, as a back-up. What is offered in your area and what are the costs?

- §   You will probably need training for your employees. Does the ASP offer training facilities and/or a qualified trainer? What are the costs? What do the references have to say about the trainer?

§   It may be difficult to determine where your data is from time to time, and even more difficult to determine how to get to the data in an emergency, because there may be multiple other vendors with which the ASP has subcontracted. How solvent are those businesses, and what contractual arrangements do they have with your potential ASP? What happens if the dot-com your dot-com is dealing with goes under or fails to provide adequate service?

§   What protection is provided to your firm in the Service Level Agreement ("SLA")? Many boilerplate SLAs disclaim liability arising from your use of the ASP's services. If you can't get a customized SLA which spells out all aspects of your relationship and provides your firm with some guarantees, forget about doing business with that ASP. The SLA is the only real protection your firm has for its data and the ASP's performance.

THE SERVICE LEVEL AGREEMENT

As mentioned, the SLA is the most important part of the proper establishment of a relationship with the ASP. Yours should cover the following items:

Features and Services: Clearly spell out exactly what you are getting in terms of applications, including the ability to download data and create audit trails. Spell out the ASP's responsibilities regarding software upgrades and implementations. Obtain commitments regarding response times, resolution of problems, and how problems which cannot be resolved in one or two phone calls will be tracked.

Ownership of and Control of Data: You must own your data. Period. Make sure you protect your firm in case of non-payment, disputes, unacceptable service, termination of the agreement, insolvency of the ASP, and even potential discovery requests served against the ASP. Consider having the data replicated nightly on a storage device in your office as part of the service.

Subcontractors: Make sure you know what other companies the ASP relies on, and what their agreements are. Make sure all the protections in your SLA extent to subcontractors as well.

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Performance and Connectivity: Get quantifiable guarantees of performance including network, data, and server availability, and response time in event of failure. The standard is 99.999% uptime. Quantity penalties for non-performance. Identify who bears the responsibility to maintain the connection to the ASP, and get performance guarantees.

Location of storage and data processing centers: You should identify all domestic and foreign locations, including those of subcontractors, where your data may be stored. Don't assume it's in the United States.

Security and Confidentiality: Specify all security measures, including those that apply to employees and the ASP's vendors, and including encryption, for the ASP and all of its subcontractors. Insist on confidentiality agreements. Don't assume your security worries are over when you sign with an ASP. Remember that you are extending your firm's technology infrastructure to include the internet, so you must concentrate on security even more, and be prepared to ask tough questions and ask for strong assurances.

Backup and Disaster Preparedness: Identify and spell out the ASP's backup methods and schedules, and the vendor's ability to recover data in the event of a disaster. Identify all media and locations used for the storage of back-ups.

Bonding and Indemnification: Try to get written assurances which do not alleviate the ASP's responsibilities or liabilities even in the event of viruses, denial of service attacks, security breach of confidentiality, or other circumstances which may or may not be in the ASP's control.

Termination of the Agreement and Migration of Data: Finally, be sure to clearly spell out termination services to be provided by the ASP. In the event of termination, the relationship is likely to be very strained. Transition services like data downloading and conversion, cooperation with a new ASP or third party to transfer data, and possibly even a refund of pro-rata prepaid fees should be spelled out in advance. Try to specify that your data will be stored in a recognizable open-standard format whenever possible, as it will make a transition easier and less expensive. You may even want to specify your right to convert the ASP software server license to an end-user license, in order to bring the application in-house.

CASE HISTORY NUMBER ONE :

"We chose an ASP and they continue to exceed our expectations" says Albert J. Simone, Administrator of McKissock & Hoffman, P.C. Here's his story:

As the administrator for Philadelphia-based McKissock & Hoffman, P.C., I am charged with the responsibilities for the firm's day-to-day business and office operations. About 12 months ago, a good deal of my time and attention focused on the management and maintenance of our firm's computer network. Because our firm is a constantly growing entity, our network needed to evolve at the same fast pace. Keeping up with new trends in legal-specific software, applications and managing all of the desktop problems was consuming more and more of my time and the firm's money.

Last year it became apparent that if we wanted to keep current, we would need a massive upgrade of our software and, in all likelihood, our hardware. Rather than succumb to the standard "forklift upgrade" practice, we started looking into different options.

Of the myriad of available solutions, the one we believed would best suit us was that of an outsourced Application Service Provider (ASP) environment. ASPs supply all software applications as a leased service from a single vendor, instead of as a collection of products from several. ASPs assume total responsibility for operating, troubleshooting and continuously upgrading the firm's technology – all for a fixed monthly fee.

We met with Steven Hatch, Vice-President of Network Alternatives Inc. (NAI), a legal-specific ASP based in Langhorne, PA. They offered an option we believed would advance our company's network, in which we could migrate from WordPerfect 5.1 DOS to the Microsoft Word

platform, while they took over the management of security, routine upgrades and maintenance, and most other aspects of the network.

One aspect of ASPs that I cannot emphasize enough is that with the outsourced server-based model, the applications can be run on any portal with a dedicated communication line, meaning the firm could use practically all its existing equipment without employing the old "rip and replace" method. Overall, the change has been met with an extremely positive response, so much so that we have already recommended ASPs in general — and NAI specifically — to my counterparts in other law firms.

Our system improves the efficiency of end users (our partners, attorneys and support staff) because it gives them more independence in their ability to access applications and e-mail -- from any location. They can tap into the firm's network from other locations with as much efficiency as when they are physically in the main office. For employees working with more power-intensive applications, the response time has been phenomenal. This is because the ASP model gives users just as much power as they need, meaning users working in less complex applications receive less power, while those using difficult applications are given more. We have found that the uptimes far exceed those of our traditional network, since the servers are designed with maximum fault tolerance.

By halting the PC upgrade cycle, the growth of an in-house technology staff, and by improving system reliability and security, the ASP permits our firm to refocus its human and financial resources on its essential services; i.e., practicing law. It also allows me to turn my attention to minding the bottom line of the firm.

The fixed monthly subscription fees cover a laundry list of technology-related responsibilities including strategic consulting, development, training, 24-hour support,

disaster recovery and security. Also, with leased applications, we are entitled to receive sophisticated new software and upgrades that our firm would not have been economically able to afford under our previous in-house network.

Training/Transition, Server Reliability and Support

Before we entered into a contract, we met several times with the NAI's engineers, trainers and project managers, and outlined our firm's specific needs so that we could devise a flexible plan that would address them. In the negotiations that followed, NAI demonstrated a clear knowledge of our firm's critical systems and business strategies, and was aware of what impact a network disruption would have on our firm. That gave us the confidence to move forward with the transition.

I looked forward to the change-over with some trepidation, because in my 15 years in this industry I have seen productivity drop dramatically when an office environment upgrades its software or converts its network. Employees need to know what they are doing, and if you give them the proper training, that's half the battle. Together we developed a comprehensive training plan to get our firm's employees adjusted to the new system.

Part of the agreement required the ASP to manage the changeover process. They provided a comprehensive and systematic plan including training and document conversion and instituted a much more seamless transition than I had imagined was possible. Productivity at our firm did not dip in this instance.

The broad-bandwidth communications technology they provided as part of the agreement stands head and shoulders above our former network in terms of transmission speed and uptime. The current uptime target is what they call "five nines," or 99.999 percent uptime, which translates into less than five minutes of downtime per year.

The 24x7 support team has provided stellar performance since before the transition even took place. For attorneys who work many long arduous hours, and generally under tight deadlines, this support is essential.

Maintaining Confidentiality, Security, Data Back-Up and Recovery

Security is foremost among our priorities, and before entering into any ASP agreement, we required full confidence in the integrity of the system.

We were impressed with the fault-tolerant and highly-performing security/disaster recovery plan NAI offered known as OASISÔ (Outsourced Application Software and Information Services). It addresses security issues with a multi-faceted solution that includes secure data transmission, meaning private network connections transmit information through protected channels and not over the public internet; secure data storage by means of advanced encryption technology, and physical security of the servers and network infrastructure (most notably, identification card and biometric scanning; fire and temperature controls; constant video monitoring; and redundant power systems). OASIS gave us the ability to leverage a redundant security infrastructure not economically feasible to build and maintain on our own.

Under the agreement, our data remains under the firm's exclusive control; indeed, the ASP has no claim, under any situation, to any part of the information transmitted over the firm's data stream. The ASP is obligated to undertake any and all measures our firm requires to assure that every person with access to the data stream will not attempt to interfere with it. In addition, ASP employees are prohibited from accessing client data without first obtaining client permission, except on the specific direction of the client. ASP's access to information is similar to rights typically provided to outside integrators who have

administrative rights to the system, such as outside facilities management, copy and document storage services.

Another major concern to our firm — as with any business that deals with a large volume of important, and often sensitive, information — is state-of-the-art data recovery. We were reluctant to continue with an in-house backup solution, because this method operates under the assumption that hardware and software methods are in good working order, that the data being processed is not corrupted, that the backup is performed often enough, or recently enough, to provide full recovery in the face of a disaster and that hardware, software and employees always perform as expected. Should any of these factors fail, the in-house system fails as well, and data is lost, damaged or irretrievable. Such a plan also might fail if a disaster should impact the site of our law firm.

When contemplating data recovery, we searched for a contingency plan that would lessen the impact of down time, or eliminate it altogether, for our firm's users. We were confident that the built-in disaster recovery plan NAI provided would address our concerns. Its data and applications are stored in multiple forms and in multiple off-site facilities, so in case of a disaster, our firm can set up shop anywhere and still continue to work and access all of our data while avoiding down time.

Also as part of the agreement they provide us with a new product called SlingshotÔ, a natural disaster recovery mechanism. Through this solution, our firm always has a complete copy of our documents on a utility station at our location. Through Slingshot, should any part of the data center become dysfunctional, we could still access our documents.

Available Software and Upgrades

NAI has entered into ASP licensing agreements with all the major manufacturers, and works closely with them to tune their software and ensure that it all runs in an ASP environment. The main applications we use are Microsoft Word, mostly for the production of our documents, and Exchange and Outlook for both internal and external e-mail. Our users have expressed their satisfaction with the performance of both.

NAI consistently researches and installs new applications and upgrades to our existing systems, making them quickly and automatically available to our users without disruption. Because they manage the applications from an off-site location, they took over much of the typical IT labor that I had been charged with managing.

One giant headache had been locating, planning and installing upgrades. Because NAI deals exclusively with law firms, they specialize in locating the latest and most comprehensible legal-specific applications. Our own research has shown the software they offer is the most up-to-date.

Our firm's desktops are customizable because software upgrades are automatic. If we request a software that is not offered on their standard applications menu, the company tests the program at its data centers to ensure that it will be compatible with the system's infrastructure and technology. If the application is stable, it can be added.

Specifications Regarding Data Ownership, Dispute Resolution and Contract Termination

Under our contract, we retain ownership of our domain name, plus all information sent and contained within the firm's data stream. That includes e-mail content, attachments or files sent via e-mail, and all data transmitted.

We have the option of canceling the contract if the ASP fails to comply with any part of it, or if the company for any reason cannot provide agreed-upon products, services and upgrades, even if the problem is caused by a third party out of their control. In either of those instances, the firm would send written notice of its intent to cancel, and termination would go into effect 30 days after they received the notice and failed to solve the problem within that time frame.

The firm could also terminate its agreement if the ASP becomes involved in a number of legal and financial issues including bankruptcy, insolvency, reorganization or similar situation.

Should the firm decide to cancel the contract for any of those reasons, the ASP is obligated to effect the transfer of our services to a third party. It is also obligated to continue to perform any services we request for up to 90 days after the effective date of cancellation. If the firm terminates its agreement for any reason not involving a breach of contract by either party, both agree to pay any outstanding balances owed to the other and return any data or equipment to the party that owns it. In the case of a dispute, the firm would receive its normal services while the matter is under arbitration.

Conclusion

We have not yet run the final numbers on how much money the ASP approach has saved the firm, though the figures we looked at in the beginning of the process would put us at better than break-even over a three year period. We can, however, unequivocally state that this solution has freed up massive amounts of my time. I'm no longer running around trying to keep the network functional. I used to put in upwards of 15 hour days trying to get the server back up and running, or would have to spend hours dealing with network issues and with researching new software or potential upgrades. All of those problems have been taken off my hands.

Our employees have experienced much better performance with their desktops than they did before we switched. Any questions or concerns go right to the ASP technicians, who are true professionals that I would stack up against any corporate Microsoft giant at any time. Since we hired the ASP, I have had far more time to spend on other pressing issues involving the firm's administration — important issues that, prior to our contract, often had to be relegated to "back-burner" status while I concentrated on putting out fires and maintaining the network.

What has impressed me most about NAI is the level of technical knowledge of everyone there, from the project managers to the technicians. The company is client-oriented and true experts in the legal field, which sets them apart from the more generic ASPs. The team has proven more than once that they are 100 percent committed to providing us with all the services and benefits they outlined while we were in the planning stages — and then some. Making the decision to engage an ASP has helped our firm get a leg up in the competitive market, as we have been given much more opportunity to devote all of our human resources to the bottom line — practicing law. It's been a win-win situation for everyone involved.

CASE HISTORY #2:

"Our experience has been very positive," says Dianne Strack of Plakins Rieffel P.C. Here's her story:

Plakins Rieffel is a 7-attorney defense litigation firm located in Doylestown, PA, with practice concentrating in the areas of medical malpractice, construction and general liability. Prior to contracting with an ASP, none of our equipment was networked, and we all had very different technologic skill levels. To improve our internal efficiency and expand our services to clients, we were committed to networking and adding new software options. When choosing between the traditional in-house network

installation by a qualified network integrator and the ASP model, our goals were to have the fastest, most reliable, most knowledgeable and most forward-looking network provider we could find. And NAI has not only met our goals, but exceeded our expectations for every single one. We could not be more pleased with our selection.

The network data is backed up each night both on the ASP's multi-redundant server and to a dedicated FTP server in our office, so we always have access to our current work product. In addition, the ASP stores data backup tapes offsite for up to a year.

Although there have been several computer virus scares since we networked in mid-December, 2000, nothing has breached the ASP's security structure. Connectivity has been extremely reliable, except initially as to Outlook Exchange, which was being provided by a third-party vendor. After one brief and one lengthy failure by that vendor, our ASP migrated our Outlook data to its own server and began hosting it directly for us. We have had no problems since then. To maximize transmission speed, our ASP constantly monitors bandwidth usage. There have been two instances in which malfunctions in the ASP's server hardware slowed down transmission speed, but both were remedied within 24 hours. Otherwise, transmission speeds have been reliably fast.

Targeted training is a key component to a painless and productive network transition process. As our small firm does not have a dedicated training facility, we used a conference room in the office. Our ASP offered the option of renting a complete classroom setup from them, which we did. The classroom included 4 networked terminals plus a digital projector and screen for use by the trainer.

Our trainer, Ellen Freedman, has many years of experience in law firm management. She served as our consultant throughout our exploration and decision-making process, so she was already very familiar with us,

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our priorities, and our "blind" spots. Her primary training successfully focused on giving us maximum immediate functionality in Outlook. Then, since some of our personnel were quite inexperienced with computers, we had her provide very focused Windows and Word training, so they could achieve greater self-sufficiency and productivity. This, too, was very successful. We followed up with one-on-one training for a few professionals who weren't scheduled for the additional training, but wanted it.

Our firm's experience has been very positive. We have gone from no network at all to networked Word, Excel, Outlook Exchange and Timeslips fairly painlessly. We are using the new software capably, and the transition was surprisingly smooth. We would recommend an ASP solution to other firms looking to upgrade their technology infrastructure.

CONCLUSION

When it comes right down to it, the issues regarding an ASP can be summarized in three words symbolized by its acronym: **A** for Accessibility; **S** for Security; and **P** for Performance.

Critics of the ASP paradigm point to the need to access data quickly over the internet. With the relatively small amount of data actually transmitted, and the explosion in broadband capability, access is not now, nor will it be, an issue for an ASP. Not long ago we thought 14.4 Kbps dial-up speeds were great. It won't take more than a few years before internet access speeds significantly faster than 10 Mbps, today's typical speed of an internal Ethernet network, will be achieved. And ask yourself who is better situated to recover from a hardware or software failure, you or an ASP? How many of you have back-up servers ready to run at a moment's notice, or a staff of highly trained IT professionals ready to address any issue on a 24X7 basis?

Critics moan the threat to data security and compromise of client confidentiality associated with the use of an ASP. How many firms routinely permit access to client documents by temporary staff and technology technicians

they barely know, and have no written agreement with? How often in your firm does a technology-challenged attorney post their password on a sticky note on the monitor? And has your firm already created an exposure by allowing attorneys or staff to dial into your computer system from home? If so, ask yourself who is better prepared to install sophisticated security measures, from high-level firewalls to thumb print ID scanners to 24 hour monitoring, you or the ASP?

Finally, ASP critics argue that the ASP must offer 100% full-featured functionality. Let's be honest, this is a standard that does not exist anywhere today. Anyone using case management, time & billing, or even Word or WordPerfect can point to bugs and inadequacies of the software. The simple reality is that software rarely does exactly what you want, or what it represents to do, and is never as easy to use as advertised. So how can we hold an ASP to a standard that isn't currently being met elsewhere? The most we can expect is that the software will perform **as well as** if installed on our own server.

ASPs are an enticing option for firms of all sizes, and particularly for the small and mid-size firm. Don't let the Nay Sayers deter you from exploring this option. You just might find that you can return your attention to the practice of law, while utilizing tools that only your large-firm competitors employed before. Yes, proceed with caution. But don't be afraid to proceed.

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