



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/13/2023

File ID: TMP-3086

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and MCCi, LLC (MCCi) for the provision of records management and document imaging services.

Resolution No.

Finance Information:

Account Number: 1000-12-12200-515376-0000000000-

City Cost Amount: \$ 750,000.00

Total Cost: \$ 750,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Contract pricing is made available through Omnia Partners Cooperative Purchasing contract #01-162. The not-to-exceed (NTE) contract amount of \$750,000 is based on the estimated quantity of documents, document sizes, document color, and search indexes viewed during MCCi's site visit of six City departments. The City shall be invoiced for actual documents (images) scanned.

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and MCCi, LLC, which said Agreement is attached hereto and identified as "Master Services Agreement No. 29149," and in accordance with the provisions made available through Omnia Partners Cooperative Purchasing contract no. 01-162 for provisions of the scope of services and deliverables as outlined in Master Services Agreement No. 29149 and subsequent sales orders, consisting sixteen (16) pages and the date of July 13, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 13th day of July, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of July, 2023.

Mayor of the City of Huntsville,
Alabama

MASTER SERVICES AGREEMENT NO. 29149

This Master Services Agreement No. 29149 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for up to two additional one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. MCCi will invoice Client at least thirty (30) days prior to the expiration date of the then current subscription. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event

of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder or as required by law. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi

to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the

Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCi'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software

that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce

evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi

MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

City of Huntsville
308 Fountain Circle
Huntsville, AL 35801
Attn: Tamara Yancy
Email: tamara.yancy@huntsvilleal.gov

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any

software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein,

"include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

*(Remainder of Page Intentionally Left Blank; Signature Page
Follows)*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic email, may substitute for the original signature and shall have the same legal effect as the original signature.

MCCi, LLC

E-SIGNED by Emery Jones
Signed: on 2023-07-05 17:19:22 GMT

Name: Emery Jones

Title: CFO

Date: July 05, 2023

CITY OF HUNTSVILLE ("Client")

Signed: _____

Name: Tommy Battle

Title: Mayor

Date: July 13, 2023

308 FOUNTAIN CIRCLE
HUNTSVILLE, AL 35801

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 29149

SCANNING ORDER

Pursuant to Master Services Agreement No. 29149 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 1 is entered into as of 7/13/23, ("**Addendum Effective Date**"), by and between MCCI and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCI, LLC

E-SIGNED by Donny Barstow
Signed: on 2023-07-05 19:44:04 GMT

Name: Donny Barstow

Title: President & CEO

Date: July 05, 2023

CITY OF HUNTSVILLE ("Client")

Signed: _____

Name: Tommy Battle

Title: Mayor

Date: 7/13/2023

PROJECT SCOPE

GENERAL DESCRIPTION

DOCUMENT SIZE	Regular up to 11" x 17", Large Format up to 42" wide
DEPARTMENT	Multiple Depts
DOCUMENT TYPES	Minutes, Permits, Finance, etc.
DOCUMENT COUNT	RF: 163,910; LF: 3,390
IMAGE COUNT	RF: 1,639,100; LF: 67,800
IMAGES PER DOCUMENT	RF: 10; LF: 20

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Boxes, File Cabinets
CONDITIONS OF DOCUMENTS	Good

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	TBD by Dept- **Note: Current Laserfiche Client so they have many established templates; we will create up to 6 new Laserfiche templates (if needed).
FIELDS TO BE INDEXED	TBD by Dept
OPTICAL CHARACTER RECOGNITION	Included

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	Up to 1 shipment
PHYSICAL DOCUMENTS	Secure Destruction

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

MILESTONE	TASKS / DELIVERABLES
#1: Project Kickoff	<p>Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client.</p> <p>Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
#2: Sample Sign-Off	<p>Tasks: Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p>Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi.</p>
#3: Scheduled Finished Product Delivery	<p>Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p>Assumptions: Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.</p>
#4 Physical Document Return	<p>Tasks: Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Client should review all returned documents to ensure all originals are back in their possession. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.</p>

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Tamara Yancy; tamara.yancy@huntsvilleal.gov
Ship to: Shaundrika Edwards; shaundrika.edwards@huntsvilleal.gov
cc AP Contact: tamara.yancy@huntsvilleal.gov

Client Name: City of Huntsville
Client Address: 308 Fountain Circle, Huntsville, AL 35801
Quote Number: 27947
Order Type: Scanning

Quote Date: June 22, 2023

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01- 162</i>	<i>Total</i>
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (> 1,000,000) Doc Prep Per Image	1639100	\$0.062	\$0.0589	\$96,542.99
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (> 1,000,000) Scanning per Image	1639100	\$0.079	\$0.0751	\$123,096.41
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	1639100	\$0.013	\$0.0124	\$20,324.84
<input checked="" type="checkbox"/> Large Format up to 42" Wide (< 100,000) Standard Scan and Prep Per Image	67800	\$1.598	\$1.5181	\$102,927.18
<input checked="" type="checkbox"/> Large Format up to 42" Wide OCR Per Image	67800	\$0.013	\$0.0124	\$840.72
<input checked="" type="checkbox"/> Indexing Fields Per Index (> 100,001)	501900	\$0.150	\$0.1425	\$71,520.75
<input checked="" type="checkbox"/> Pick Up, Base Fee	1	\$200.000	\$190.0000	\$190.00
<input checked="" type="checkbox"/> Pickup, Per Box (≥300)	724	\$10.000	\$9.5000	\$6,878.00
<input checked="" type="checkbox"/> Secure Destruction (Regular Images, Per 2,500 Images)	656	\$10.000	\$9.5000	\$6,232.00
<input checked="" type="checkbox"/> Secure Destruction (Large Format Images, Per 1,000 Images)	68	\$10.000	\$9.5000	\$646.00
<input checked="" type="checkbox"/> Laserfiche Import Assistance	1	\$287.500	\$273.1250	\$273.13
Scanning Services Subtotal				\$429,472.02

GRAND TOTAL - SCANNING SERVICES	\$429,472.02
--	---------------------

The OMNIA-NCPA 01-162 price to scan in color is an additional \$0.6612 per regular format image and an additional \$1.3234 per large format image.

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

OMNIA - NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates

listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.