



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/28/2023

**File ID:** TMP-3388

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**Department:** ITS

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Addendum No. 2 to Master Service Agreement No. 29149 between the City of Huntsville and MCCi, LLC, for the transfer of Laserfiche Support.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-520310-00000000

**City Cost Amount:** \$22,981.50/annually

**Total Cost:** \$22,981.50/annually

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:** This Addendum with MCCi, LLC allows MCCi to become the new Laserfiche Solution Provider.

**RESOLUTION NO. 23-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama that the Mayor be, and is hereby authorized to enter into Addendum No. 2 to the Master Service Agreement No. 29149 between the City of Huntsville, AL and MCCi, LLC, adopted and approved on the 13<sup>th</sup> day of July 2023, by the City Council of the City of Huntsville, Alabama by Resolution No. 23-552

**BE IT FURTHER RESOLVED** that the agreement is substantially in words and figures similar to that document attached hereto and identified as "Addendum No. 2 to Master Services Agreement No. 29149," consisting of a total of fourteen (14) pages and the date of September 28, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the office of City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this 28<sup>th</sup> day of September 2023.

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

**APPROVED** this 28<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 29149**

**LASERFICHE SOLUTION PROVIDER TRANSFER ORDER**

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

This Laserfiche Solution Provider Transfer Order, designated as Addendum No. 2, is entered into as of September 28, 2023, ("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. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCi, LLC**

Signed: E-SIGNED by Victor D'Aurio  
on 2023-09-28 12:43:19 GMT

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: September 13, 2023

**CITY OF HUNTSVILLE ("Client")**

Signed: \_\_\_\_\_

Name: Tommy Battle

Title: Mayor

Date: September 28, 2023

## PRICING: LASERFICHE



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

**Bill /Ship to:** Bill Steiner

[bill.steiner@huntsvilleal.gov](mailto:bill.steiner@huntsvilleal.gov)

**cc AP Contact:** [tamara.yancy@huntsvilleal.gov](mailto:tamara.yancy@huntsvilleal.gov)

**Client Name:** City of Huntsville

**Client Address:** 308 Fountain Circle, Huntsville, AL 35801

**Quote Number:** 28841

**Order Type:** Solution Provider Transfer

**Quote Date:** September 12, 2023

**Support Period:** 4/1/2024-3/31/2025

**Product Description:**

	<b>Qty.</b>	<b>Unit Cost</b>	<b>Annual Total</b>
<b><u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u></b>			
<input checked="" type="checkbox"/> Laserfiche United Server for MS SQL	1	\$1,595.00	\$1,595.00
<input checked="" type="checkbox"/> Laserfiche Records Management Module	1	\$1,320.00	\$1,320.00
<input checked="" type="checkbox"/> Laserfiche Full User (Email & Snapshot Included)	30	\$165.00	\$4,950.00
<input checked="" type="checkbox"/> Laserfiche WebLink	1	\$1,749.00	\$1,749.00
<input checked="" type="checkbox"/> Laserfiche Starter Audit Trail	1	\$548.90	\$548.90
<input checked="" type="checkbox"/> Laserfiche Workflow and Forms Essentials	1	\$3,300.00	\$3,300.00
<input checked="" type="checkbox"/> Laserfiche ScanConnect	2	\$36.30	\$72.60
<input checked="" type="checkbox"/> Laserfiche Quick Fields	7	\$132.00	\$924.00
<input checked="" type="checkbox"/> Laserfiche Real-Time Lookup	2	\$110.00	\$220.00
<input checked="" type="checkbox"/> Laserfiche Zone OCR	3	\$550.00	\$1,650.00
<input checked="" type="checkbox"/> Laserfiche Zone OCR and Validation Package	2	\$616.00	\$1,232.00
<input checked="" type="checkbox"/> Laserfiche Barcode and Validation Package	1	\$374.00	\$374.00
<input checked="" type="checkbox"/> Laserfiche Real-Time Lookup and Validation Package	3	\$132.00	\$396.00
<input checked="" type="checkbox"/> Laserfiche SDK	1	\$825.00	\$825.00
<b><i>Laserfiche Annual Recurring Software Support Subtotal</i></b>			<b><i>\$19,156.50</i></b>

**MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION**

<input checked="" type="checkbox"/> MCCI Managed Support Services for Laserfiche	1	\$3,825.00	\$3,825.00
<i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>			
<b><i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>			<b><i>\$3,825.00</i></b>

**GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION**

***\$22,981.50***

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>MCCi SERVICE PACKAGES</u></b>			
<input checked="" type="checkbox"/> Solution Provider Transfer System Review	1	\$2,250.00	\$2,250.00
<b><i>Service Packages Subtotal</i></b>			<b><i>\$2,250.00</i></b>
<input checked="" type="checkbox"/> <b><i>One-Time Services Discount</i></b>		<i>(\$2,250.00)</i>	<i>(\$2,250.00)</i>
<b>GRAND TOTAL - ONE-TIME SERVICES</b>			<b><i>\$0.00</i></b>
<b>TOTAL LASERFICHE PROJECT COST</b>			<b><i>\$22,981.50</i></b>

***All Quotes Expire 30 Days from Quote Date***

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**

### **RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

### **SALES TAX**

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

### **REMOTE SERVICES**

All services will be performed remotely unless noted otherwise.

## PRODUCT ORDER TERMS

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MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Upon Receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3<sup>rd</sup> party manufacturer products are subject to each manufacturer's current policy.

## BILLING TERMS

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MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Upon Receipt of Order
Service Packages	100% upon delivery completion and Client acceptance

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

## SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

### LASERFICHE

Description	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) <sup>+</sup>	■	■	■
Remote access support through web conferencing service <sup>+</sup>	■	■	■
Access to product update version and hotfixes (Client Download) <sup>+</sup>	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums <sup>+</sup>	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms <sup>+</sup>			■

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**\*\* Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

#### **CLIENT RESPONSIBILITIES (All Packages)**

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

## **SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS**

### **ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

### **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

### **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

### **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

### **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

### **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

### **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.



**MAINTENANCE OF MCCi PACKAGED SOLUTION:** MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

**CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

**BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

**ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

**DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

**SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

**ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

**INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

**MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

**ABILITY TO SCHEDULE AFTER-HOURS UPGRADES**

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

**BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

**BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the *Pricing* section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion 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. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, 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 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 five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, 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, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's 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; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## **GENERAL TESTING DEFINITIONS**

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

## **GENERAL EXCLUSIONS**

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## **SOLUTION PROVIDER TRANSFER SYSTEM REVIEW**

MCCi will perform a basic system configuration analysis to ensure that the Client's existing Laserfiche deployment and infrastructure are configured in a manner that adheres to MCCi's standards and recommended best practices. Upon completion of the review, MCCi will provide documentation outlining its findings and recommendations.

### **CLIENT DELIVERABLES:**

- Provide remote unattended access to all Laserfiche Servers
- Provide credentials for accessing Laserfiche Admin Console, Forms, Workflow, Directory Server and all repositories and respective Laserfiche databases as an administrator

### **MCCI DELIVERABLES:**

- Review of Laserfiche deployment and infrastructure for adherence to MCCi's best practices and recommendations
- Delivery of documentation outlining what was reviewed, including the current state of the environment, potential and identified risks and issues, and respective proposed remediation

### **EXCLUSIONS:**

MCCi is not responsible for the following:

- Making any changes or modifications to the existing environment
- Training and/or video recordings

# **MCCi ASSUMPTIONS**

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## **TECHNICAL SUPPORT**

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## **PROFESSIONAL SERVICES**

### **CHANGE ORDER PROCESS**

Any deviations from the contract will be documented in a Change Order that Client must execute.

### **CONFIGURATION ASSISTANCE**

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### **TRAVEL**

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### **SCHEDULING**

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## **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.

## **PRE-EXISTING INTELLECTUAL PROPERTY (IP)**

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

## **CLIENT SOLUTION CUSTOMIZATIONS**

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.



## LASERFICHE ASSUMPTIONS

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

### LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

### LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

#### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution\*

*\* Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

#### POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

#### LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

## **INTEGRATIONS**

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

## **LASERFICHE SOLUTION PROVIDER OF RECORD**

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.