

RESOLUTION NO. 2022- 2867

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF LASERFICHE CLOUD HOSTING SERVICES FROM MCCI, LLC TO MAKE PUBLIC RECORDS READILY ACCESSIBLE THROUGH THE CLOUD; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) AND 3-13(7)j. OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO A MASTER SERVICES AGREEMENT FOR THE SERVICES WITH MCCI, LLC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of cloud hosting services to assist in public records requests and make public records readily accessible and searchable by the Town and staff through the cloud (the “Services”); and

WHEREAS, MCCi, LLC (“Contractor”) has submitted a proposed agreement for the Services, attached hereto as Exhibit “A,” in an amount not to exceed \$6,915.00 per year, together with a one-time cost of \$24,097.50 for initial Service upgrades, training, and data migration (the “Proposal”); and

WHEREAS, pursuant to Section 3-13(2) of the Town’s Code, contracts for professional services, except those governed by the Consultant’s Competitive Negotiations Act, are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(7)j. of the Town’s Code, purchases arising out of renewal of software and hardware licenses and maintenance agreements are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve the purchase of the Services from the Contractor and authorize the Town Manager to negotiate and enter into an Agreement with the

Contractor for the Services based on the Contractor's Proposal, attached hereto as Exhibit "A";
and

WHEREAS, the Town Commission finds that the Services are in the best interests,
welfare, and safety of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That the above and foregoing recitals are true and correct and are
hereby incorporated by reference.

**Section 2. Approval and Authorization to Purchase Services; Exemption from
Competitive Bidding.** The Town Commission hereby approves the purchase of the Services from
the Contractor in an amount not to exceed \$6,915.00 per year, together with a one-time cost of
\$24,097.50 for initial Service upgrades, training, and data migration. The Town Manager is
authorized to negotiate and execute an agreement with the Contractor based on the Proposal
attached hereto as Exhibit "A," subject to the approval as to form, content, and legal sufficiency
by the Town Attorney and Town Manager. The Town Commission finds that pursuant to Sections
3-13(2) and 3-13(7)j. of the Town's Code, the purchases of the Services is exempt from
competitive bidding.

Section 3. Implementation. The Town Manager and Town Officials are authorized
to take any and all necessary or further action to implement the purchase of the Services and the
purposes of this Resolution.


Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of April, 2022.

Motion By: Vice Mayor Rose
Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman Yes
Commissioner Marianne Meischeid Yes
Commissioner Nelly Vazquez Yes
Vice Mayor Jeffrey Rose Yes
Mayor Shlomo Danzinger Yes



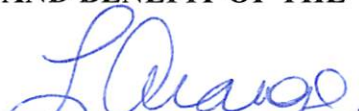
Shlomo Danzinger, Mayor

ATTEST:



Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20692

MOVE TO CLOUD SITE LICENSE ORDER

Pursuant to Master Services Agreement No. 20692 ("Agreement"):

This Move to Cloud Site License Order, designated as Addendum No. 1 is entered into as of _____, 2022 ("**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

TOWN OF SURFSIDE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE CLOUD SITE LICENSE



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

Bill /Ship to: Jose Feliz
jfeliz@townofsurfsidefl.gov
cc AP Contact: jfeliz@townofsurfsidefl.gov

Client Name: Town of Surfside
Quote Number: 22954
Order Type: Platform Change

Quote Date: March 7, 2022

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>			
<input checked="" type="checkbox"/> Laserfiche Cloud Municipality Site License Subscription (Population Less than 10,000)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud ScanConnect Subscription	2	\$100.00	\$200.00
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$3,300.00</i>
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> Process Administration Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>	1	\$2,565.00	\$2,565.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCI SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$3,615.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$6,915.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
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MCCI SERVICE PACKAGES

<input checked="" type="checkbox"/>	Self Hosted Data Migration to Laserfiche Cloud <i>Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.</i>	1	\$2,250.00	\$2,250.00
<input checked="" type="checkbox"/>	Laserfiche Version Upgrade Package	1	\$2,250.00	\$2,250.00
<input checked="" type="checkbox"/>	Laserfiche Training Services, Remote Per Day • 1 day - Admin • 1 day - End User <i>Workflow training and installation excluded.</i>	2	\$1,800.00	\$3,600.00
<input checked="" type="checkbox"/>	Laserfiche Business Process Automation Training - Basic	1	\$10,350.00	\$10,350.00
<input checked="" type="checkbox"/>	Basic Records Management Configuration <i>(Includes 1/2 Day of Training)</i>	1	\$8,325.00	\$8,325.00
<input checked="" type="checkbox"/>	Service Level Agreement Client Discount		(\$2,677.50)	(\$2,677.50)
	Service Packages Subtotal			\$24,097.50

GRAND TOTAL - ONE-TIME SERVICES**\$24,097.50****EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT**

<input checked="" type="checkbox"/>	Laserfiche Avante Server for SQL Express with Workflow	-1		
<input checked="" type="checkbox"/>	Laserfiche Avante Named Full User with Snapshot and Email	-9		
<input checked="" type="checkbox"/>	Laserfiche Avante Starter Audit Trail	-9		
<input checked="" type="checkbox"/>	Laserfiche Avante ScanConnect (Legacy)	-2		
<input checked="" type="checkbox"/>	Laserfiche Software Support Credit Proration	1		
<input checked="" type="checkbox"/>	Existing Laserfiche Software Support Credit Total			(\$758.99)

EXISTING MCCI SUPPLEMENTAL SUPPORT CREDIT

<input checked="" type="checkbox"/>	Process Administration Support Services for Laserfiche	-1		
<input checked="" type="checkbox"/>	Training Center for Laserfiche (5-9 Users) On-Premise	-1		
<input checked="" type="checkbox"/>	MCCI SLA	-1		
<input checked="" type="checkbox"/>	MCCI Supplemental Support Services Credit Proration	1		
	Existing MCCI Supplemental Support Credit Total			(\$1,722.71)

GRAND TOTAL - EXISTING SUPPORT CREDIT**(\$2,481.70)**

<input checked="" type="checkbox"/>	One-Time Laserfiche Discount			(\$468.30)
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TOTAL LASERFICHE PROJECT COST**\$28,062.50***All Order Pricing Expires in 30 Days***This is NOT an invoice. Please use this confirmation to initiate your 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 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.

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

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

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

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	50% of the total upon receipt of Order, remaining 50% 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.

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 to ensure 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 pricing assumes Client will grant MCCI unattended access to the required infrastructure for the project. Failure to provide this access can result in a change order increasing the cost to the client and the timeline of the project.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

CLIENT DELIVERABLES

- Open necessary Firewall ports
- Grant unattended remote server access to MCCi
- Provide a Windows Account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)

MCCI ACTIVITIES AND/OR DELIVERABLES

- Migrate a single repository to the Laserfiche Cloud system

EXCLUSIONS

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of multiple repositories, Workflows & Forms processes
- Reconfiguring Self-Hosted applications to point to Laserfiche Cloud

ASSUMPTIONS

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable
- Data is being migrated to a new Laserfiche Cloud system
- The current client infrastructure meets the requirements needed to run the Laserfiche Cloud Migration tool

LASERFICHE VERSION UPGRADE PACKAGE

MCCi's Laserfiche Version Upgrade Package is designed for MCCi to upgrade your existing Laserfiche applications to the newest supported versions on the servers Laserfiche is currently installed on.

CLIENT DELIVERABLES

- Allow access to all servers that have Laserfiche products installed on them.
- Provide a Windows Account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).
- Acquire, install, and set up SSL/TLS Certificates that meet Laserfiche requirements.
- Open necessary Firewall ports.

MCCI DELIVERABLES

- Update existing modules in one environment to newest supported version of Laserfiche.

EXCLUSIONS

- Migrating Laserfiche system or MS SQL to new Windows Servers.
- Migrating existing Laserfiche environment/applications to new environment.
- Installing and Configuring Failover Clusters or Load Balancing.
- Configuring Servers in DMZs.
- Configuring Identity Providers other than native Active Directory.
- Metadata Configuration.
- Training and/or video recordings.

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher is currently installed.

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Windows Client Installation
- System Settings
- Troubleshooting Procedures
- Tags
- Users and Groups
- Document Relationships
- Technical Support Overview
- Audit Trail (If purchased)
- Volumes
- Templates
- Security

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Exporting a Document
- Index Fields/Templates
- Folders and the Folder Browser
- Searching & Annotations
- Scanning and Importing
- Document Display
- Security
- Customize Laserfiche

LASERFICHE BUSINESS PROCESS AUTOMATION TRAINING

MCCi's Business Process Automation Training is designed to be highly collaborative. The goal is for Client to have a trained Business Process Automation Configuration Administrator specifically in Laserfiche Forms and Workflow. As a prerequisite, Client's Business Process Automation Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow and forms configurations, including any modifications needed to the configuration focused on during training.

CLIENT DELIVERABLES

- Provide MCCi with a mapped out/narrative of specified business process including metadata requirements and sample reports from functional activities involved. This will be used as an example for the training process, leaving Client with the start of a workflow configuration
- Appoint Business Process Automation Configuration Administrator who has been through Laserfiche Administrator training
- Make available all required IT resources

MCCi ACTIVITIES AND/OR DELIVERABLES

- Install and configure Laserfiche Workflow and Laserfiche Forms with current Laserfiche system
- Provide Workflow Configuration Administrator Training
- Provide Forms Designer and Process Modeler Training
- Provide configuration assistance for period* immediately following training

Services Provided	Basic	Advanced
Remote Installation	Included	Included
Training Days	2 (1 Day Forms Automation, 1 Day Workflow Automation)	4 (2 Days Forms Automation, 2 Days Workflow Automation)
Workflow and Forms Configuration Assistance Post Training	Remote 30 Days*	Remote 30 Days*

*Up to 30 calendar days from the initial training, not to exceed 10 hours

ASSUMPTIONS

- All remote training will be completed within 30 calendar days of the first training session

BASIC RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide unattended access to servers hosting related application to project
- Provide a Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Assemble a testing team to complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Complete all final testing and confirmation that process functions as described

MCCi ACTIVITIES AND/OR DELIVERABLES

- Create up to three (3) templates, up to 15 Record Series, and up to 15 folders
- Build workflow(s) to file record in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct ½ day of "train the trainer" training on administering and executing the document import process, records keeping, purging and other records keeping responsibilities inside Laserfiche including:
 - Understanding how the completed workflows function
 - Participating in the workflows and basic records management actions (searching, cutoff procedure, destruction)
- Conduct alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

- Assigning an external URL for Laserfiche Forms or Web Access
- Creating or maintaining a Laserfiche backup and recovery plan
- Creating training documentation for these processes
- Conducting final testing prior to Client going live with the system and configurations
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Anything not listed as included

ASSUMPTIONS

- Client must own Laserfiche Records Management Edition and Laserfiche Workflow
- Client owns and has Laserfiche Web Client installed and configured

- 01 HR
 - 01-01 Employment Applications
 - Black, Michael
 - Powers, Mattie
 - 01-02 Insurance Records
 - Black, Michael
 - Powers, Mattie
 - 01-03 Tax Documents
 - Black, Michael
 - Powers, Mattie
 - 01-04 Background Check
 - Black, Michael
 - Powers, Mattie
 - 01-05 Performance Reviews
 - Black, Michael
 - Powers, Mattie

- Human Resources
 - Employee Files
 - Black, Michael
 - Background Check
 - Employment Application
 - Insurance Record
 - Performance Review
 - Tax Document
 - Powers, Mattie
 - Background Check
 - Employment Application
 - Insurance Record
 - Performance Review
 - Tax Document

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 Managed Support Services (MSS) or Process Administration Support Services (PASS) 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.

LASERFICHE

	Process Administration Support Services
Description	PASS
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	■
Remote access support through web conferencing service ⁺	■
Access to product update version and hotfixes (Client Download) ⁺	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■
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 migrations/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 ⁺	

⁺ 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.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as 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 configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring 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.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - 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.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

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 (Laserfiche, ABBYY, Blue Prism).
- 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).

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all of the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**
While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.
- **SCHEDULED RECURRING CONSULTATION CALLS**
Upon Client's request, Client's **PASS** 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.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (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.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

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) if 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 damages 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 to 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 CLOUD ASSUMPTIONS

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

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud 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 bundled Laserfiche 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. Laserfiche 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
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud 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. This is not contingent upon a completed implementation.
- 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 4 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.
 - Access to Client's Laserfiche Cloud solution will be turned off after 30 days and Client's access.

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

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 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.

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