LASERFICHE® SOFTWARE AND PHASE 1 SOW CONTRACT

This Laserfiche® Software and Phase 1 Statement of Work (SOW) Contract Agreement (**"Agreement"**) effective as of 9/28/2026 **("Effective Date")** is entered into by and between Digital Age Tech Consultants, LLC **("Solution Provider")** with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the Town of Dundee, Florida **("Client")** with a physical address of 202 East Main Street, Dundee, FL 33838 **(**each, a **"Party"** and collectively, the **"Parties")**.

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and the services provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Laserfiche® Cloud Solution – Starter Tier System – Terms and Conditions

A. **Defined –** The Laserfiche® Cloud Solution **("Package")** is the deliverable from the Solution Provider to the Client. The Client agrees to purchase the Package through the Solution Provider at an initial annual cost of $3,320.25 **("Software Amount")** for a one-year term, commencing on 11/9/2026 **("Start Date")** and concluding on the renewal date of 11/8/2027 **("Renewal Date")**.

B. **Package –** The Package includes the following line items:

I. One Repository
II. 5 Full Users – each Full User gets 100 GBs of Storage. This equals a total of 500 GBs of Storage in the Laserfiche® Cloud Solution
III. Web, Mobile, and Desktop Clients
IV. Laserfiche® Scanning
V. Laserfiche® Snapshot
VI. Laserfiche® Import Agent with Email Archiving
VII. Starter Audit Trail
VIII. Direct Share

IX. Microsoft 365 Integration with Simultaneous Co-Authoring
X. Microsoft Teams Integration

C. **Payment Terms and Conditions –** The Client shall remit payment of the full Software Amount of the Package to the Solution Provider before the licenses can be activated for use. Payment should be completed no later than five business days prior to the Start Date. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in this Agreement are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

D. **Renewal and Cancellation Terms and Conditions:**

I. **Automatic Renewal –** The Package will automatically renew for one-year increments after the Renewal Date unless the Client provides a cancellation notice to the Solution Provider at least 45 days before the respective end term. 45 days before the respective Renewal Date, the Solution Provider will send an auto-invoice to the Client.

II. **Renewal Amount and Adjustments –** The Client agrees to pay the renewal amount for each respective renewal term to the Solution Provider. The renewal amount may be adjusted annually to reflect increases in the U.S. inflation rates and the Consumer Price Index (CPI). Additionally, any price increases imposed by Laserfiche® Corporate (**"Manufacturer"**) will be passed along to the Client.

III. **Impact of Package Modifications –** Modifying the Package, such as expanding or downgrading, will impact the renewal cost. Expanding the Package (e.g., adding users or software components) increases the renewal cost and associated late fees. Downgrading, if possible, may result in a decreased renewal cost, affecting late fees accordingly.

IV. **Cancellation Process –** The Client can initiate the cancellation process by sending an email to info@jointhedigitalage.com. The Client must send the cancellation notice 45 days before the respective Renewal Date. Once

the Client cancels, the Package will cease to function beyond the respective end term.

V. **Late Cancellation Fees –** If the Client provides a cancellation notice within 45 days of the respective end term date, they will incur fees equal to 10% of the value of the Package at the time of the respective renewal term.

VI. **Record-Keeping –** Both Parties agree to maintain accurate records of renewals, modifications, payments, and communications related to the renewal of the Package throughout the lifetime of this Agreement.

E. **Laserfiche® Cloud Subscription Agreement Acknowledgement –** The Client is subscribing to the rights to use the Package. It's important to note that the Client does not own the Package. When procuring the Package, the Client agrees to the "Laserfiche® Cloud Subscription Agreement" as part of the activation process. The Solution Provider has provided the Client with a copy of the "Laserfiche® Cloud Subscription Agreement" document via email during the contract phase. The Client acknowledges that they have received and read this document. Furthermore, the Client agrees to the terms of the "Laserfiche® Cloud Subscription Agreement" before signing this Agreement. Upon activation of the Package, the Client will receive an email with an activation link on the Start Date. The Client will go through a click-through process to digitally accept the terms of the "Laserfiche® Cloud Subscription Agreement" and activate the Package.

F. **Laserfiche® Service Level Agreement and DPA Acknowledgement –** The Solution Provider provided a copy of the "Laserfiche® Service Level Agreement" and the "Laserfiche® DPA Agreement" document to the Client via an email during the contract phase. The Client acknowledges that they have a copy of the "Laserfiche® Service Level Agreement" and the "Laserfiche® DPA Agreement" document and they read the document. On top of that, the Client agrees to the terms of these documents before signing this Agreement.

2. Statement of Work (SOW) Phase 1 - Terms and Conditions

A. **Defined –** In this Agreement, the Statement of Work **("SOW")** outlines the professional and implementation services related to the Package. The Solution Provider will primarily handle the SOW work for the Client, and in certain cases, the Client will cooperate in good faith with the Solution Provider in completing the work jointly.

B. **SOW Breakdown and Pricing –** Below is the breakdown on implementing the Package:

   I. Activating the Laserfiche® Cloud Solution, Provide Initial Setup, Testing, and User Training – (10 Hours)

Statement of Work (SOW) Pricing			
Product	Hours	Rate	Total Cost
Professional Services Hours Initial Setup and Training	10	$175	$1,750
Government Agency Discount Off of Phase 1 Only	10	-$10	-$100
Total Cost			**$1,650**

C. **Payment Terms and Conditions –** The Client shall remit payment for a value equal to five hours' worth of the SOW to the Solution Provider. Payment should be completed no later than five business days prior to the Start Date so the initial setup can be facilitated. The remaining payment structure for the SOW will be calculated incrementally as hours are expended. The Solution Provider and the Client will conduct periodic meetings to track the hours expended on the SOW, which will be documented and tracked by both Parties. Invoices will be issued by the Solution Provider to the Client once specific milestones are reached. Payment for these invoices will be Net 30. The Client can pay the

Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868.

D. **Project Delivery Assurance –** If Phase 1 is completed before all allocated hours are utilized, the Client has the option to carry over the remaining hours for use in future projects, such as Phase 2 or a modifications/change order SOW. In the event that the hours required for Phase 1 exceed the initial allocation, the Solution Provider will complete the remaining portion of the SOW at no additional cost.

E. **Change Order Process –** Any changes to the scope, specifications, or deliverables of the services will be governed by the Master Services Agreement **("MSA")**. The Solution Provider provided a copy of the MSA contract to the Client via an email during the contract phase. The Client acknowledges having received and read the MSA contract. Additionally, both Parties need to have the MSA contract signed and executed while this Agreement is active. The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.

F. **Scope Creep Prevention –** The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.

G. **No Unilateral Changes –** Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

H. **Customer Support –** Customer support details, including service hours and a structured issue resolution framework, will be outlined within the MSA.

3. Intellectual Property Rights

A. **Client Data and Content –** The Client shall retain all rights, title, and interest in any data, content, or materials provided by the Client for use in the Package. The Solution Provider acknowledges that it requires no rights, title, or interest

in the Client's data or content, except for the limited right to use such data to provide the professional services described in this Agreement and the SOW.

B. **Laserfiche® Cloud Solution –** The Solution Provider represents and warrants that it has the right to provide the Client with access to the Package. The Client is using a limited, revocable, non-exclusive, non-sublicense, and non-transferable license to use the Package until the Client cancels, or until such time as the Solution Provider, at its discretion, revokes or terminates the license.

C. **Third-Party Software and Licenses –** The Solution Provider may utilize third-party software, tools, or services as part of the Package or in the course of providing services to the Client. The Client acknowledges that the Solution Provider may integrate or rely on third-party software to enhance the functionality of the Package.

D. **Licensing and Ownership –** The Client acknowledges that any third-party software used by the Solution Provider is subject to the terms and conditions of the respective software license and agreements. Ownership of such third-party software remains with the respective third-party licensors. The Solution Provider will ensure the Client's awareness of any third-party software licenses that are relevant to the services being provided.

E. **Client's Responsibility –** The Client is responsible for adhering to the terms and conditions of any third-party software licenses. The Solution Provider shall not be held liable for any breaches or non-compliance with third-party softwares/licenses by the Client. The Client is responsible for promptly informing the Solution Provider of any breaches or potential breaches of third-party software licenses to allow for timely resolution. The Client is also responsible for obtaining and maintaining any required licenses and paying any associated fees for third-party software if applicable.

F. **Limitation of Liability –** The Solution Provider's liability regarding third-party software is limited to providing reasonable assistance and support in accordance with the terms of this Agreement. The Client understands that the Solution Provider may not have any control over third-party software updates, availability, and support.

G. **Updates and Changes –** The Client agrees to cooperate with the Solution Provider in applying updates or changes to the Package that may be necessary

to maintain compatibility with third-party software or to enhance the Package's functionality.

H. **Vendor Relations –** In the event the Client wishes to enter into direct relationships or agreements with third-party software vendors, the Solution Provider may provide information or facilitate introductions, but the Client is solely responsible for negotiating, contracting, and managing such relationships. Any direct relationships or agreements between the Client and third-party software vendors do not relieve the Client of its obligations under this Agreement.

I. **Open-Source Software –** The Solution Provider may utilize open-source software as part of the Package. The Client shall adhere to the terms and conditions of any open-source licenses governing such software.

J. **Protection of Intellectual Property –** The Client and the Solution Provider agree to take reasonable measures to protect each other's intellectual property rights and proprietary information throughout the term of this Agreement and beyond its termination. Both Parties shall treat such information as confidential and shall not disclose or use it for any purpose other than the performance of their obligations under this Agreement.

4. Confidentiality

A. **Defined –** "Confidential Information" refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.

B. **Obligations of Confidentiality –** Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

C. **Permitted Disclosures –** Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate

need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. **Exceptions –** The obligations of confidentiality shall not apply to information that:

   I. Was publicly known or in the public domain before its disclosure.

   II. Becomes part of the public domain through no fault of the receiving Party

   III. Was in the receiving Party's possession prior to the disclosure

   IV. Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information

   V. Is required to be disclosed by law, regulation, or court order

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. **Return or Destruction of Information –** Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

5. Liability and Warranty

A. **Defined –** The Solution Provider's liability under this Agreement is limited to direct damage and shall not exceed the total fees paid by the Client to the Solution Provider under this Agreement, including any renewals, during the 12

months immediately preceding the event giving rise to the claim in U.S. Dollars. The Solution Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits or revenue, loss of data, loss of business opportunity, or cost of procurement of substitute of goods or services arising out of or related to this Agreement.

B. No Warranty – The Solution Provider makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Package and services are provided "as-is." The Client acknowledges that software may have limitations, and the Solution Provider does not guarantee error-free or uninterrupted operation of the Package.

C. Client's Obligations – The Client acknowledges that the effectiveness of the Package and services depends on the Client's proper use and management of the software, data, and security measures. The Client agrees to fulfill its operations, including performing its own data backups, as necessary to optimize the effectiveness of the solution and to ensure data security.

D. Indemnification

I. Indemnification by Client – The Client agrees to indemnify, defend, and hold harmless the Solution Provider, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Client's actions, omissions, use or misuse of the Package and services, a violation of applicable laws or regulations by the Client, or a breach of any representation or warranty under this Agreement.

II. Indemnification by Solution Provider – The Solution Provider agrees to indemnify, defend, and hold harmless the Client, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Solution Provider's actions, omissions, negligence or willful misconduct in providing the Package and services, or a breach of any representation or warranty under this Agreement.

III. **Procedure –** The indemnified Party shall promptly, and in no event later than 14 days after becoming aware of any claim, action or demand, notify the indemnifying Party in writing of such claim, action, or demand subject to indemnification. The indemnifying Party shall have the right to assume the defense and settlement of any such claim with counsel reasonably acceptable to the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense and settlement of the claim.

IV. **Limitations –** The indemnification obligations provided herein shall apply throughout the term of this Agreement, including any renewal periods.

V. **Exceptions –** The limitations on indemnification provided herein do not apply to the extent prohibited by applicable law.

6. Data Security, Compliance, and Client Data Handling

A. **Data Security –** The Solution Provider shall implement reasonable and industry-standard security measures, including but not limited to encryption and access controls, to protect the Client's data from unauthorized access, disclosure, alteration, or destruction. The Solution Provider shall regularly monitor, assess, and update these security measures to maintain the confidentiality and integrity of the data.

B. **Compliance –** The Solution Provider shall adhere to applicable data protection and privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA) as it pertains to the processing of personal data. The Solution Provider shall assist the Client in meeting its compliance obligations under these laws as applicable.

C. **Client's Responsibilities –** The Client shall ensure that any data provided to the Solution Provider is compliant with applicable data protection laws. The Client shall also be responsible for maintaining the security and confidentiality of any access credentials provided by the Solution Provider.

D. **Data Breach Notification –** In the event of a data breach affecting the Client's data, the Solution Provider shall promptly notify the Client in accordance with applicable laws. The Solution Provider shall do the following:

I. Notify the Client within 72 hours of becoming aware of a data breach

II. Provide details about the nature of the breach, types of data affected, and any mitigation steps taken, all in accordance with applicable laws

E. **Third Parties –** The Solution Provider shall ensure that any third parties with access to the Client's data are bound by appropriate data protection and confidentiality obligations.

F. **Data Sharing with Manufacturer –** The Client acknowledges and agrees that only necessary contact information will be shared with the Manufacturer for the purpose of facilitating orders, billing, and related communications. This contact information includes but is not limited to the Client's name, address, contact persons' names, phone numbers, and email addresses.

G. **Manufacturer Outreach –** The Client consents to the Manufacturer reaching out as necessary for matters related to but is not limited to orders, billing, announcements, promotional offers, alerts, confirmations, surveys, and/or other general communications about the Manufacturer's software solution offering. The Solution Provider may also facilitate such communication on behalf of the Manufacturer when deemed appropriate to ensure efficient coordination. Such outreach will only occur when necessary for specific purposes like but not limited to important updates, announcements, and alerts.

H. **Data Protection –** The Solution Provider shall handle the Client's data in compliance with applicable data protection and privacy laws, and any shared data shall be used solely for the purpose within this Agreement.

I. **Confidentiality –** Any data shared with the Manufacturer shall be treated as confidential and used exclusively for the purposes outlined in this section. An exception will be made only through written authorization from the Client to the Manufacturer to disclose Confidential Information to the public in the case of a case study or marketing effort.

J. **Opt-Out –** The Client may opt-out of direct outreach from the Manufacturer by providing written notice to the Solution Provider via an email to info@jointhedigitalage.com. The Solution Provider shall promptly convey the Client's preference to the Manufacturer.

K. **Exclusions –** The Solution Provider's obligations under this section do not extend to the security or compliance of data that is not hosted or managed by Package.

7. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive the termination. These provisions include, but are not limited to, Intellectual Property Rights, Confidentiality, Liability and Warranty, and Security, Compliance, and Client Data Handling, and any other provisions necessary for the interpretation or enforcement of this Agreement.

8. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

9. Force Majeure

Neither Parties shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (**"Force Majeure Event"**).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party

shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

11. Dispute Resolution

A. **Mediation –** In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.

B. **Arbitration –** If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.

C. **Arbitrator Selection –** The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.

D. **Costs and Fees –** The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.

E. **Enforceability –** The arbitrator's decision shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.

F. **Recovery of Fees by Prevailing Party –** If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys' fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

12. Miscellaneous

A. **Amendments –** This Agreement may only be modified in writing and signed by both Parties.

B. **Assignment –** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party's ownership.

C. **Waiver –** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.

D. **Notices –** All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.

E. **Headings –** The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

F. **Execution –** This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.

G. **Language –** This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.

H. **Legal Representation –** The Parties acknowledges that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.

I. **Electronic Communication –** The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the "Addresses for Notices" section.

J. **Third Parties –** Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.

K. **Incorporation –** The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC **("Solution Provider")**	Town of Dundee, Florida **("Client")**
Signed for and on behalf of Digital Age Tech Consultants, LLC	Signed for and on behalf of Town of Dundee, Florida
By:_____ Name: Tim Yuniskis Title: Vice President of Business Strategy	By:_____ Name: Erica Anderson Title: Town Clerk
Date:_____	Date:_____

Addresses for Notices:

If to Solution Provider:
Attention: Tim Yuniskis
Digital Age Tech Consultants, LLC
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
tim@jointhedigitalage.com

If to Client:
Attention: Erica Anderson
Town of Dundee, Florida
202 East Main Street
Dundee, FL 33838
eanderson@townofdundee.com