

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This Agreement for Professional Planning Services (“Agreement”) is made by and between the City of Hutchins, Texas (“City”) and Modified Logic, Inc. (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render services for Laserfiche Self-hosted Subscription Implementation, as more fully described in the Scope of Services attached hereto as Exhibit “A” and made a part herein by reference, and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- A. This Agreement; and
- B. Professional’s Scope of Work (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

3.1 Professional shall provide the services specifically set out in Exhibit “A.”

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article IV Schedule of Work

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work schedule established by City (the “Work Schedule”).

Article V Compensation and Method of Payment

5.1 City shall compensate Professional in an amount not to exceed Thirty-Five Thousand Eight Hundred Forty-Nine and .52/100 Dollars (\$35,849.52) as set forth in Exhibit “A.” Professional shall invoice City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from City. Issuance of work orders under this Agreement shall be at the sole discretion of City.

5.2 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Professional if the City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

7.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional's sequence of work or location at which Professional performs her work.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional

may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Insurance

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Risk Manager.

(d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XI Indemnification

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR

ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Hutchins
Attn: James W. Quin
City Administrator
City of Hutchins
321 North Main Street
P. O. Box 500
Hutchins, Texas 75141
Phone: (972) 225-6121
j.quin@cityofhutchins.org

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Telephone: 214-965-9900
jgorfida@nicholsjackson.com

If intended for Professional:

Modified Logic, Inc.
Attn: Ashley Jackson
4261 East University Drive
#30-274
Prosper, Texas 75078
Phone: (469) 998-7176
ashley@modifiedlogic.com

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services

provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-28-2025: 4919-4126-0051, v. 1)

EXECUTED this _____ day of _____, 2025.

Modified Logic, Inc.

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
Scope of Services**

Ashley Jackson

ashley@modifiedlogic.com

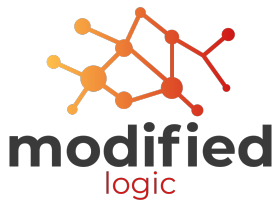


modified
logic

Laserfiche Self-hosted Subscription Proposal

City of Hutchins
February 2025

4261 E University Dr #30-274
Prosper, TX 75078



Modified Logic Inc.
 4261 E University Dr #30-274
 Prosper Texas, 75078
 469-998-7176

QUOTE

Bill To

City of Hutchins

321 North Main Street
 Hutchins Texas, 75141

Quote #	Q-000594
Quote Date	02/19/2025

Subject :

Laserfiche Self-hosted Subscription Implementation

#	Item & Description	Qty	Rate	Discount	Amount
1	<p>Laserfiche Self-hosted Subscription Municipality Site License: Population Less than 10,000 * Yearly Subscription</p> <p>Includes: * 100 Qty Business Users * A Business user can do everything in Laserfiche as long as they have security permissions to do it. They can scan, import documents, index documents, add annotations, create forms, access form analytics/reporting, and more! * Advanced Audit Trail * Full SQL Support * Unlimited Repositories/Content Servers * Records Management * Unlimited Forms Portal - supports form submissions * Unlimited Weblink Public Portal - supports read-only access</p>	1.00	3,255.00	4.00%	3,124.80
2	<p>Modified Logic Professional Services (As You Go) Professional service hours for Training Hutchins administration employees on how to utilize the solution.</p> <p>Laserfiche Repository Training Topics Include: • General Navigation • Folder creation and security concepts • Document intake o Scanning o Import o Electronic documents • Searching • Troubleshooting • Administration o Templates o Tags o Security o Forms design and process automation</p> <p>One-time Cost for hours quoted.</p>	8.00	150.00	4.00%	1,152.00

#	Item & Description	Qty	Rate	Discount	Amount
3	Modified Logic Professional Services (As You Go) Digitize and Automate Employment Application and Submission Process. One-time Cost for hours quoted.	24.00	150.00	4.00%	3,456.00
4	Modified Logic Professional Services (As You Go) Digitize and Automate Purchase Requisition Form and Process. One-time Cost for hours quoted.	16.00	150.00	4.00%	2,304.00
5	Modified Logic Professional Services (As You Go) Digitize and Automate Purchasing Card Program Monthly Transaction Log Form and Process. One-time Cost for hours quoted.	16.00	150.00	4.00%	2,304.00
6	Modified Logic Professional Services (As You Go) Digitize and Automate Budget Transfer Form and Process One-time Cost for hours quoted.	16.00	150.00	4.00%	2,304.00
7	Modified Logic Professional Services (As You Go) Digitize and Automate PO Form and Process. One-time Cost for hours quoted.	16.00	150.00	4.00%	2,304.00
8	Modified Logic Professional Services (As You Go) Hours for installing Laserfiche software on the City's servers. One-time Cost for hours quoted.	8.00	150.00	4.00%	1,152.00
9	Modified Logic Professional Services (As You Go) Professional service hours for configuration of the Laserfiche Cloud repository- may include all aspects of the solution development process: initial planning, design, configuration, testing, knowledge transfer, and training. *Hours to be used for the initial repository build-out to support electronic records management along with training on how to utilize Laserfiche for the departments listed below. Estimating: 2.5 Days / 20 Hours per department. <ul style="list-style-type: none"> • City Secretary • City Administration • Municipal Court • Human Resources • Finance • Community Development Laserfiche Records Management Training Topics Include: <ul style="list-style-type: none"> • Retention schedule creation • Records search based upon retention schedule or cutoff dates One-Time Cost for Hours.	120.00	150.00	4.00%	17,280.00
10	Modified Logic Annual Support Agreement	1.00	488.25	4.00%	468.72

We are looking forward to working with you!

Sub Total 35,849.52

Modified Logic is proud to support St. Jude Children's Research Hospital as a St. Jude Give To Live Society member.

Total

\$35,849.52

Terms & Conditions

Payment Terms: Invoice for software licensing and annual support to be provided at time of agreement approval. Professional service hours will be invoiced monthly as time is utilized. Invoices to be paid in full, all invoices are Net 30.

Prices quoted include a 4% Discount off software licensing, professional services, and annual support based upon Modified Logic's contract with TIPS (The Interlocal Purchasing System). The complete contract can be viewed here:

<https://www.tips-usa.com/vendorProfile.cfm?RecordID=F5F008D601D7A18D0BB40AD9D13236B5>

Authorized Signature & Date _____

Recommended Server Specifications

*All Microsoft Windows Servers 2012 and up

Laserfiche Servers – 1

- 1 repository
- x64 Quad Core Processor 2.4 GHz or higher
- 16 GB RAM (can vary based on usage)
- 500 GB Storage

Database Server - 1

- Microsoft SQL Server 2014 Service Pack 3, Microsoft SQL Server 2016 Service Pack 2, Microsoft SQL Server 2017, Microsoft SQL Server 2019
- x64 Quad Core Processor 2.4 GHz or higher
- 24 GB RAM
- 250 GB Storage

Web Server – 1

- CPU: 2.8 GHz or faster processor
- Memory: 16 GB RAM
- Operating system: Windows Server 2012 or later, x64 only
 - Internet Information Services (IIS): IIS 8 or later.
 - .NET 4.8 is required. The ASP.NET component corresponding to your .NET version should also be installed in IIS.
- 100 GB Storage

Note: Hardware requirements may fluctuate based on the number of users logged in to the server. If you expect to have many simultaneous connections to your Laserfiche web server, we encourage you to configure it with a faster CPU and/or add more RAM.

Note: Serving high-resolution images can require large amounts of system resources. If your repository contains high-resolution images, make sure that the total paging file size on the Laserfiche web server is at least twice the amount of physical memory (RAM).



Our Project Management Approach

We will listen, understand your challenges, and work tirelessly to achieve your goals - ensuring we deliver you meaningful results. With over 20 years of experience, Modified Logic has a proven record of providing the highest level of support & exceptional services for Laserfiche clients across multiple different industries. We are believers in agile project management and open communication; and our team possesses top-notch technical expertise.

Modified Logic will assign a Project Manager to your account who will be your solution architect and go-to point of contact throughout the implementation. Our team is experts in business process improvement; rest assured you will be in great hands!

Modified Logic's Typical Implementation Plan:

- Project Kick-off Meeting with project sponsors
 - Create Project Plan: Identify timelines, Discuss Needs & Requirements
- Modified Logic to Configure Solution
 - Repository, templates, filing rules, security
 - Create forms & associated workflow processes
- Department Meeting to Review Repository Design, Forms, & Business Processes
- Modified Logic to Make Changes as needed
- Sign-off on Laserfiche configuration
- Department Training
- Department Go-live

Our commitment to you is that our team will always be accessible and will keep you informed throughout every step in the project. Communication is key!

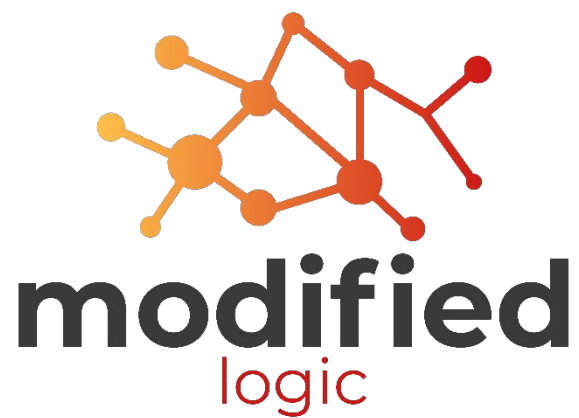
Our Training Approach

At Modified Logic, we provide an individualized training approach – tailored to meet the user's needs. Our approach is to personalize training content to each group of users, based upon their intended use of the solution. We believe training is most effective when focused on exactly what features the user needs to learn to perform their jobs most efficiently. Our goal is to set you up for success and to provide you with everything you need to get the most out of your Laserfiche solution.

For continuing education, you will be provided a log-in to Laserfiche's support site and Laserfiche Aspire. The support site includes extensive documentation, knowledge base articles, and customer use cases that the district can reference at any time. Laserfiche Aspire is another fantastic resource that includes hundreds of video tutorials, which are easy to navigate and focused on a variety of different features. Laserfiche also offers a variety of certification courses (ex. Records Management, Capture, Administration) that are available to enroll in for a fee.

Transition and Ongoing Assistance

Throughout the project, Modified Logic will schedule weekly calls and send task update emails to the project sponsors – updating them on progress that has been made and addressing any questions they may have. Our Sales and Technical teams are in constant communication with one another, and both teams will be in connecting with you throughout the project to ensure success. Additionally, please also reference the attached annual support agreement for details on on-going technical support and assistance.



Premium Support Agreement

Support/Service/LSAP

Purpose

The initial purchase of Laserfiche software licensing also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Modified Logic and required by the manufacturer to ensure that Clients can receive regular product updates and basic software support through their solution provider. The purpose of this Support Agreement is to formalize an arrangement between Modified Logic and the Client to deliver specific levels of support services at an agreed-upon cost.

Services Included In Support Agreement Costs

- Modified Logic technical support hotline:
 - 833.813.2221
- Dedicated support emails address:
 - support@modifiedlogic.com
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades
- 24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums
- Remote support

Description of Support Services

1. Laserfiche Software Assurance Plan (LSAP)

Fee is based upon software components that have been purchased. The support plan is renewable each year. Solution Provider support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or “bugs.” Technical Support does not include assisting Client with how-to questions, configuration of software, creating workflows, consulting, development, or training is not considered technical support.

2. Response Time and Definition

Responses provided within 4 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve a support issue immediately, a time will be scheduled to attempt resolution of the problem at the Client’s convenience. Modified Logic provides a technical support hotline during weekday and nonholiday business hours 8:00 AM to 5:00 PM Central Time. Support requests are evaluated for severity and addressed in the order they arrive. Support calls may be escalated internally to other support staff as needed.

3. Options for Coverage During Non-Standard Business Hours or “After Hours Support”

After hours support requires a one-week prior notification, except in cases of emergency. Upgrades, development, training & other services conducted after hours will be subject to billable rates and availability. Billable rates for Clients with current Laserfiche Software Assurance Plans are \$225/hr – before 8:00am & after 5:00pm Central Time (M-F) and on weekend days (Saturday-Sunday).

4. Remote Support and Services

We use a web-based tool for remote attended and unattended support. With specific prior written authorization from Client an unattended access tool is available for use. Use of Client tools such as VPN is also acceptable if the Client provides the VPN Client software install.

5. Maintenance Cost for Fixes, Major Releases and Platform Changes

Maintenance that is done over the phone or through remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Client at support.laserfiche.com or by emailing support@modifiedlogic.com.

6. Support Escalation Procedures

- i. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely.
- ii. If immediate resolution is not possible, problem is reported to Laserfiche support.
- iii. If there is no existing solution, Modified Logic development will develop a solution or “work around” to fix the problem. Modified Logic will then implement the solution. Modified Logic creates technical support cases on behalf of the Client with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Modified Logic.

7. Support Ticket Tracking

All support cases are tracked in a ticketing system. The tracking software assigns incident numbers, and the Client may call to request the status on any support case at any time during work hours or by visiting the Client portal.

8. Third-Party IT Contractors

Clients that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote access to Modified Logic for installation and configuration. Should unattended access not be permissible, third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Client’s network IP addresses, network security, and access may be necessary from time-to-time. Charges from third-party IT consultants may be incurred. Modified Logic is not responsible for such charges. It is the policy of Modified Logic to copy Client on all communication between third-party IT contractors unless explicitly instructed otherwise.

Services Not Included In Support Agreement Costs

- Technical services, installation, design, configuration
- Project management
- Development, integration and conversion
- Off-hours work, outside normal business hours excluding holidays
- Managed Services including configuration of servers, domains, IP addresses, certificates, firewall, backups or SQL Server
- Travel expenses for onsite services

Roles And Responsibilities

The Client

- The Client will conduct business in a courteous and professional manner with Modified Logic.
- The Client's users, Clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- The Client will use its own appropriate help desk to provide first line support; this includes creating troubleshooting tickets, work orders, and assigning responsibility to the appropriate Client resource.
- The Client will use its own appropriate internal support to provide support for infrastructure related items including server, network, firewall, operating systems, web server, authentication software, software installation, application installation on production servers, database connections, database changes, data backup and storage, and all other infrastructure related responsibilities.
- The Client will provide all information required to open a support request.
- Once a support request has been submitted, the Client will make its personnel available to work with the Modified Logic representative assigned to the support request.
- The Client's end users do not contact Modified Logic support resources directly to report a problem. All problem calls must be logged through the appropriate help desk. This ensures maximum availability and prompt response times.
- The Client will continue to provide Modified Logic access, software, licensing, training, documentation, and support of its remote access software if Modified Logic is required to utilize specific software to provide remote support. Otherwise, Modified Logic will utilize its existing Client user-assisted remote access tools.



Modified Logic

Modified Logic has the following general responsibilities under this agreement:

- Modified Logic will conduct business in a courteous and professional manner with the Client.
- Modified Logic will log all information from the Client required to establish contact information and document the nature of the problem and the Client's hardware/network environment (as applicable).
- Modified Logic will attempt to resolve problems over the phone on the first call.
- Modified Logic will escalate support requests to the next level of Modified Logic support upon approach of escalation points.
- Modified Logic will obtain the Client's approval before ticket closure or may close the ticket if 5 business days elapse without an update or response from the Client.
- Modified Logic will be the interface on behalf of the Client to Modified Logic's partner software manufacturers.

Authorized Signature & Date: _____