ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20042

INITIAL LASERFICHE SUBSCRIPTION SITE LICENSE ORDER

Pursuant to Master Services Agreement No. 20042 ("Agreement"):

Date: _____

Tarsault to Muster Services / Greenlene No. 200-2 (Pgreen	nene).	
Date "), by and between MCCi and Client and is hereby inco provision of the Agreement and this Addendum, the Agreementing set forth in the Agreement. This Order supersedes limited to, email, purchase orders, shrink-wrap or click-wrap	nated as Addendum No. 1, is entered into as of	n a :he
IN WITNESS WHEREOF, the Parties hereto have caused this of the Addendum Effective Date.	Addendum No. 1 to be executed by their respective duly authorized representatives	as
MCCi, LLC	TOWN OF JUNO BEACH ("Client")	
Signed:	Signed:	
Name:	Name:	
Title:	Title:	

Date: _____

PRICING: LASERFICHE



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

Client Name: Town of Juno Beach Quote Date: November 3, 2023

Client Address: 340 Ocean Drive, Juno Beach, FL 33408

Quote Number: 29443 **Order Type:** Net New

Ora	er Type: Net New				
	duct Description:	Qty.	Unit Cost	OMNIA– NCPA 01-162	Annual Total
LAS	ERFICHE ANNUAL SUBSCRIPTION - BASIC				
$\overline{\checkmark}$	Laserfiche Municipality Site License Subscription (Pop < 10k)	1	\$3,100.00	\$2,945.00	\$2,945.00
$\overline{\checkmark}$	Laserfiche Records Management Subscription	1	Included*	Included*	Included*
V	Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
$\overline{\checkmark}$	Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
\checkmark	Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
\checkmark	Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
\checkmark	Laserfiche SDK Subscription	1	Included*	Included*	Included*
$\overline{\checkmark}$	Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
$\overline{\checkmark}$	Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
	Laserfiche Annual Recurring Subscription Subtotal				\$2,945.00
MC	CI ANNUAL SUBSCRIPTION				
$\overline{\checkmark}$	Laserfiche PowerPack by MCCi Subscription Requires dedicated Full Named User.	1	\$1,000.00	\$950.00	\$950.00
	MCCi Annual Recurring Subscription Subtotal				\$950.00
MC	CI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
$\overline{\checkmark}$	MCCi Managed Support Services for Laserfiche	1	\$2,295.00	\$2,295.00	\$2,295.00
	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.				
$\overline{\checkmark}$	Training Center for Laserfiche Subscription (10-24 Users)	1	\$1,620.00	\$1,620.00	\$1,620.00
$\overline{\checkmark}$	MCCi SLA for Laserfiche (5-10 Users)	1	\$650.00	\$585.00	\$585.00

Bill /Ship to: David Dyess

cc AP Contact: Finance@juno-beach.fl.us

ddyess@ci.stuart.fl.us

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION

\$8,395.00

Serv	vice Description:	Qty.	Unit Cost	OMNIA – NCP 01-162	Total
MC	CI PROFESSIONAL SERVICES - STATEMENT OF WORK				
$\overline{\mathbf{A}}$	New Installation and Repository Configuration <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$47,587.50	\$45,208.13	\$45,208.13
	Professional Services Subtotal				\$45,208.13
V	One-Time Services Discount Discount is valid through 12/29/2023				(\$9,041.63)

GRAND TOTAL - ONE-TIME SERVICES

\$36,166.50

TOTAL LASERFICHE PROJECT COST

\$44,561.50

All Quotes Expire 30 Days from Quote Date

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

RECURRING SERVICES

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

SALES TAX

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

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

^{*}Products shown as "Included" will be implemented and configured <u>ONLY if the applicable MCCi Service Package(s) is included in this order</u>, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions,	Post Project Kick-Off
Recurring Annual	
Support/Subscription, and	
Supplemental Support Services	

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/Solutions,	Initial Sale: Upon delivery of software or activation of the subscription
Recurring Annual	 Annual Renewal: 75 days in advance of expiration date
Support/Subscription, and	
Supplemental Support Services	
Professional Services:	Defined in Statement of Work
Statement of Work	

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

SUPPLEMENTAL SUPPORT PACKAGES

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

LASERFICHE

	MCCi's	MC	Ci's
	Managed	Process	
	Support	Administration	
	Services Support Servi		Services
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application	_	_	_
break/fix support issues (i.e., error codes, bug fixes, etc.)+	-		
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 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. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.
- **** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

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

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

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

ADDITIONAL SYSTEM SETTINGS CONSULTATION

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

REMOTE IMPLEMENTATION OF VERSION UPDATES

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

ANNUAL SYSTEM REVIEW & ANALYSIS

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

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

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

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

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

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

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

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

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

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

ADMINISTRATION CONFIGURATION SERVICES

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

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

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

SCHEDULED RECURRING CONSULTATION CALLS

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

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

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

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

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

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

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

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

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

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

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

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

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)

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) as such product(s) is integrated into the solution purchased by Client.

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

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

LASERFICHE ASSUMPTIONS

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

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*

- Directory Server (LFDS)* [†]
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

Note: Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

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

LASERFICHE SOFTWARE SUPPORT PLAN

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

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

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

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

^{*}Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be <u>found here</u>.

[†]Required for all Rio and Avante systems and cannot be removed.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

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

LASERFICHE SOLUTION PROVIDER OF RECORD

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



Exhibit A: Statement of Work

Town of Juno Beach

New Installation and Repository Configuration

Issued: November 7, 2023 *Valid for 30 days*



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client has engaged MCCi for a new installation and implementation of Laserfiche. Client will use this new system for document management purposes for efficiency and organization. As a part of this project, MCCI will build and configure a new repository with the purpose of housing all Police Department related data. MCCi will build and configure a filing workflow to file in relevant documents and conduct user training as a part of this project as well.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- Discovery/Requirements Gathering
- Laserfiche Subscription Starter Installation
- Repository Creation
- Repository Configuration
- Public Facing Laserfiche Web Products Installation and Configuration
- Laserfiche Filing Workflow Configuration
- User Training -Basic (Remote)
- Alpha Testing/User Acceptance Testing
- Solution Acceptance and Project Closeout

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
New Installation and Repository Configuration	TBD	Ana Teixeira

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Gabe Young	Solutions Engineer	gyoung@mccinnovations.com	(850) 701-0725

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
David Dyess	Town Manager	ddyess@ci.stuart.fl.us	

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
David Dyess	Town Manager	ddyess@ci.stuart.fl.us	

[remainder of page left intentionally blank]

MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
1: Project Kickoff and Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Asana Project: MCCI Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.
2: Discovery/ Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to discover all details required for successful migration.
3: Laserfiche Subscription Starter Installation Services	 MCCi's Subscription Starter Installation Services is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, Laserfiche Windows Client, Workflow and Starter Audit Trail. CLIENT DELIVERABLES Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements Acquire, install, and set up TLS Certificates that meet Laserfiche requirements 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) MCCI DELIVERABLES Install and configure one (1) instance of each application in one (1) environment (PROD) as outlined in the Laserfiche Assumptions section Perform basic software deployment testing EXCLUSIONS Installing and configuring failover clusters or load balancing Configuring servers in DMZs Migration of existing Laserfiche environment/applications to new environment Configuring Identity Providers other than Active Directory Installation of Laserfiche Forms, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect ASSUMPTIONS Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
4: Repository Creation	MCCI will create a new repository to house all Police Department Data. This will ensure separata data housing from other departments. Client will maintain both repositories. CLIENT DELIVERABLES Client will be responsible for creating a blank SQL Database pointing to the new repository MCCI DELIVERABLES

- Create one (1) repository in one (1)environment (PROD) on client's current Laserfiche Subscription system
- Perform basic software deployment testing to ensure repository functions and Client can log in successfully.
- Set root-level security

EXCLUSIONS

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- 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
- MCCI is not responsible for SQL Database creation in regards to this milestone.

5: Laserfiche Repository Configuration Services

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Web Client 9.0 or later is installed and configured on Client system

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels with no more than ten (10) folders in each level
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two levels with no more than ten (10) folders in each level, for up to two (2) user groups
- Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on repository configuration overview.

EXCLUSIONS

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- Configuring workflows

6: Public Facing Laserfiche Web Products Installation and Configuration Services

MCCi's public facing Laserfiche installation and configuration services is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- 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)

MCCi DELIVERABLES

- Install and configure one (1) instance of Laserfiche Public Portal (Weblink), Mobile and Web Client in one (1) environment (PROD) in a DMZ
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
 - Basic configuration using the WebLink Designer not to exceed three (3) hours
 - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression
- Configuration of ADFS/SAML Authentication

ASSUMPTIONS

Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

7: Laserfiche Filing Workflow Configuration Services

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

 Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team

Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful **EXCLUSIONS** Configuring business routing logic Restructuring metadata **Determining Records Management settings** Cleaning up existing documents Configuring automated security Installing software **ASSUMPTIONS** Workflow is already installed and configured. 8: Laserfiche User MCCI's New User Training is a great introduction to the Laserfiche repository, which is **Training - Basic** accessed through an application called the Laserfiche Client. Attendees will become (Remote) familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the webbased or on the Windows desktop Client. Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others. This type of training is great for Onboarding a Single Department or for New Users to Laserfiche. **CLIENT DELIVERABLES** Have a license available for each attendee participating in the training Provide the requisite IT resources **MCCI DELIVERABLES** Provide Basic Laserfiche User training Provide training for up to six (6) users per session One (1) session remote (3 hours total) **Topics to include: Import Options** Laserfiche Scanning Search and Retrieval Metadata Reports Dashboard (Laserfiche Cloud only) **Export Options Annotation Tools** Templates & Fields OCR and Generating Text MCCi will complete Alpha testing of the upgraded and/or moved system to ensure they 9: Alpha Testing/User **Acceptance Testing** function as expected. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT. **10: Solution Acceptance** Client will go fully live with the solution. A formal wrap-up call will be held to transition

Client to their MCCi Account Management and Support team.

and Project Closeout

EXCLUDED

GENERAL

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

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

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.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a 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 shall provide MCCi accurate data throughout the requirements gathering process.
- 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 Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered
 or included as part of this SOW. 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' personnel by answering

business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Unattended access requires the following: (i) Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi. (ii) Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET. (iii) A Windows Domain account assigned exclusively to the assigned MCCi Project Team that has administrative access to all infrastructure being serviced for purposes of the project. (iv) A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater.
 Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (iii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

 Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client

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

GENERAL EXCLUSIONS

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

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.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEMS ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off & Achievement of Milestones 1 & 2	\$3,892.50
Achievement of Milestones 3 & 4	\$10,462.50
Achievement of Milestones 5 & 6	\$9,450.00
Achievement of Milestones 7 & 8	\$13,050.00
Project Close & Achievement of Milestones 9 & 10 - Final Acceptance	\$10,732.50
Total:	\$47,587.50

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a prorated share of the uncompleted milestone(s) for services actually performed through the date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same.

It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com