



Quotation

Quote #: Q-00202-2
 Date: 9/16/2024
 Expires On: 11/24/2024

VP Imaging Inc, dba DocuNav Solutions
 8501 Wade Blvd #1440 Phone: 800-353-2320
 Frisco, TX 75034 Email: sales@docunav.com

Customer

City of Sanger

SALESPERSON	EXT	EMAIL	PAYMENT METHOD
Tammy Preston	(469) 983-8686	tpreston@docunav.com	Net 30

Software

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	MCQC3	Laserfiche Avante Zone OCR and Validation Package		\$839.00	\$839.00
1.00	MPP1	Laserfiche Avante Starter Public Portal		\$4,500.00	\$4,500.00
8.00	MPAR	Laserfiche Avante Participant Users		\$105.00	\$840.00
24.00	MNF16	Laserfiche Avante Named Full User with Snapshot, Email, WebAccess, and Mobile		\$180.00	\$4,320.00
24.00	MFRM	Laserfiche Forms		\$15.00	\$360.00
1.00	MCQ01	Laserfiche Avante Quick Fields		\$179.00	\$179.00
1.00	MCA01	Laserfiche Avante Import Agent		\$449.00	\$449.00
24.00	MATM	Laserfiche Avante Standard AuditTrail		\$22.50	\$540.00
1.00	MSM60	Laserfiche Avante Records Management Module		\$1,800.00	\$1,800.00
1.00	MSE30	Laserfiche Avante Server for MS SQL with Workflow.		\$1,500.00	\$1,500.00
Software SUBTOTAL:					\$15,327.00
Software Total:					\$15,327.00

Support

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	LF-INCR5	Laserfiche Increase 5%	Laserfiche self-hosted perpetual product suite increase (5% increase effective July 1, 2024 on all United, Avante and Rio licensing and support for all accounts)	\$766.35	\$766.35
Support SUBTOTAL:					\$766.35
Support Total:					\$766.35

Discount

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DSC DIR DSA 3YR 3P	Texas DIR Support 3%	DocuNav DIR DSA Maintenance Support 3-Year discount with limited 3% increase year over year. 10% off support, DIR Contract # DIR-CPO-4449	\$-1,609.34	\$-1,609.34
Discount SUBTOTAL:					\$-1,609.34
Discount Total:					\$-1,609.34

Subtotal	\$14,484.01
Tax	\$0.00
Total	\$14,484.01

Sign Here: _____

Date: _____/_____/_____

Terms & Conditions

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre-purchased hours or daily units expire after 3 years from invoice date.

PURCHASE AGREEMENT



This agreement is made and entered into **November 24, 2024** by and between:

VP Imaging, Inc. dba DocuNav Solutions

8501 Wade Blvd

Suite 1440

Frisco, Texas 75034

Herein referred to as "Seller";

And

City of Sanger

502 Elm Street

Sanger, TX 76266

Herein referred to as "Buyer."

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades, as more particularly described in: DocuNav Quote #00202-2 attached hereto as Exhibit "A" and incorporated by reference.
2. Purchase Price and Payment: The purchase price for the subscription software products being purchased by Buyer from Seller are set forth in Exhibit "A". Software purchased through Laserfiche Subscription is a software license that lowers initial licensing costs based on subscribing to the rights to use Laserfiche products and services instead of owning them and shall be due and payable from Buyer to Seller as follows:
 - a. Buyer agrees to pay Seller an amount not to exceed; **\$14,484.01** for all software, services, 1st year maintenance fees, and applicable sales tax included in Exhibit "A".
 - b. Buyer shall pay 100% of all subscription software licensing, 1st year maintenance fees, and Professional Services Time as set forth in Exhibit "A" upon acceptance of the purchase agreement.
 - c. It is agreed that the estimates for those items set forth in Exhibit "A" will not be exceeded by Seller without prior written approval by Buyer. The estimated items may include the number of hours/days required for installation, configurations, business process review and training. If the service hours/days exceed the quoted amounts, seller will bill after completion and buyer agrees to pay said charges.

- d. All payments are Net 30 from date of invoice issued.
3. Maintenance and Upgrade Fees: It is acknowledged that Exhibit "A" includes initial fees for subscription licensing, annual maintenance, and upgrades for the software products sold to Buyer as more fully described hereinabove. With respect to such subscription licensing, maintenance, and upgrade fees, it is agreed as follows:
- a. The sums payable by Buyer for subscription licensing, maintenance, and upgrades for additional years after the included 1st Year Support & Maintenance are payable annually 60 days prior to the anniversary date of the purchase agreement.
 - b. If the pricing includes a 3-year discount, the agreement will auto-renew for a new 3-year term each year unless the Buyer contacts the Seller at least 45 days prior to the renewal date.
 - c. DocuNav Support Level Agreement is included in the maintenance and upgrade fees and includes Priority technical support, installation and operations support services, information services, and troubleshooting services: off-site; Monday – Friday, 8:00AM -5:00PM CST; excluding holidays.
4. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.
5. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer, or be entitled to any compensation from Buyer except as specifically set forth in this agreement.
6. Confidentiality: Seller shall keep confidential all aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by open records law, Seller shall not disclose the information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.
7. Sharing Information: Upon the Buyer's request, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request.
8. Commitment and Completion: It is agreed that Seller shall commence work upon receipt of authorization to proceed from Buyer. Work shall be completed pursuant to Exhibit "A", Exhibit "B", and any additional Statements of Work agreed upon by both parties. Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the

control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

9. Warranty and Limitations: Except as otherwise set forth herein, Seller warrants software to perform to stated specifications. Buyer should notify Seller of any defects, upon notification Seller's technical support team will provide issue resolution. In no event shall Seller be responsible to Buyer for incidental, special, or consequential damages arising from business interruption or lost profits suffered by Buyer or any third party arising out of the breach of any warranty provided herein.
10. Attorney's Fees: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.
11. Governing Law: This agreement shall be governed and construed under the laws of the State of Texas.
12. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
13. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.
14. Laserfiche VAR Strategy: The Laserfiche strategy includes the use of Value Added Resellers (VARs). The relationship between the VARs and Laserfiche is one in which end user clients are permitted to engage with a single VAR of record for software support and maintenance and additional product purchases. DocuNav Solutions is the VAR of record for the Buyer. If the Buyer desires to purchase Laserfiche products or services from a VAR other than DocuNav Solutions and the Buyer is not within a multi-year agreement, the Buyer can do so by changing its VAR of record by completing and submitting a Change of VAR Request and submitting it to Laserfiche. The change of VAR can be completed within 30 days in most instances. A VAR change within a multi-year agreement can only be done with cause. Otherwise, the remaining support commitment is due before the VAR change will be approved. The purpose of the Laserfiche policy is to promote and maintain as much as possible, the history and experience of the Buyer's technology and vision drivers with the company responsible for the installation and maintenance of the solution, to promote an effective document and records management system.
15. Exclusivity:
During the term of the support agreement the customer agrees to consult with DocuNav Solutions before giving any third-party access to their ECM environment. Any third-party that is given access to the Buyer's system has the ability to cause significant harm to the stability of the Buyer's system whether intentional or not. They also have full access to customer data and DocuNav Solutions' intellectual property. DocuNav Solutions agrees to employ the required resources to fully support any ECM or integration need of the customer or will recommend and partner with an approved third-party.

16. Insurance. The parties shall maintain insurance as follows:

Seller shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. Required insurance shall contain a provision whereby the insurers will provide thirty (30) days' prior written notice of cancellation.

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	\$1,000,000
Commercial General Liability	\$2,000,000
E&O / Technology / Cyber	\$1,000,000
Umbrella Coverage	\$2,000,000

17. Laserfiche Terms of Use: By installing and using Laserfiche software, the Buyer agrees to the terms, privacy notices, data processing agreements and security notices posted at www.laserfiche.com/legal.

18. Pre-paid professional service time guarantee: DocuNav will guarantee buyer's satisfaction with the work completed. If at any point the buyer feels the work completed does not meet the previously agreed upon scope of work, the buyer will submit a list of deficiencies and DocuNav will have 30 days to complete the items. If DocuNav is not able to fulfill the list by the end of 30 days, DocuNav will reimburse a portion of the pre-paid service time up to 25% of the total pre-purchased.

19. Pre-paid professional service time expiration: Pre-purchased hours and onsite units will expire after 3 years from invoice date unless an extension is requested by customer.

SELLER:

V.P. IMAGING, INC DBA DocuNav Solutions
A Texas Corporation

Signature _____ Date _____

Name:

Title:

BUYER:

CITY OF SANGER, TEXAS

Signature _____ Date _____

Name: John Noblitt

Title: City Manager