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850.701.0725 cc AP Contact: ichandler@wilco.org 850.564.7496 fax

Client Name: Williamson County Quote Date: August 27, 2021

Order Number: Order Type: Expansion

Prod	duct Description:	Qty.	Unit Cost	BuyBoard #625-20	Total
CONTENT SERVICES SOFTWARE LICENSING FOR RIO					
$\overline{\checkmark}$	Laserfiche Rio Records Management Edition Named Full User (200-499 Users) (Legacy)	25	\$660.00	\$613.80	\$15,345.00
	Laserfiche Rio Forms Professional (200-499 Users) (Legacy)	25	\$60.00	\$55.80	\$1,395.00
\checkmark	Laserfiche Rio Connector (200-499 Users) (Legacy)	25	\$30.00	\$27.90	\$697.50
	Laserfiche Software Subtotal				\$17,437.50
GRAND TOTAL - ONE-TIME SOFTWARE					\$17,437.50

Product Description:		Qty.	Unit Cost	BuyBoard #625-20	Annual Total
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC					
$\overline{\checkmark}$	Laserfiche Rio Records Management Edition Named Full User (200-499 Users) (Legacy)	25	\$132.00	\$118.80	\$2,970.00
$\overline{\checkmark}$	Laserfiche Rio Forms Professional (200-499 Users) (Legacy)	25	\$12.00	\$10.80	\$270.00
$\overline{\checkmark}$	Laserfiche Rio Connector (200-499 Users) (Legacy)	25	\$6.00	\$5.40	\$135.00
	Laserfiche Annual Recurring Software Support Subtotal				<i>\$3,375.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION \$3,375.00

For budgetary purposes, the Client should include \$3,375.00 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

Laserfiche Recurring Annual Support Proration for 8 Months

(\$1,125.00)

TOTAL LASERFICHE COST \$19,687.50

All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.



RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and 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 Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

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



PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

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

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual	• Initial Sale: Upon delivery of software or activation of the subscription.
Support/Subscription, and	 Annual Renewal: 75 days in advance of expiration date.
Supplemental Support Services	

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 included where applicable and is NOT included in the Pricing section.

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.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.



LASERFICHE ASSUMPTIONS

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

LASERFICHE END USER LICENSE AGREEMENT (EULA)

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at https://www.laserfiche.com/eula/home/.

 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 ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Free Laserfiche version downloads
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Subscription environment (if applicable)
- 100% upgrade credit* for your existing software (in the event of a platform upgrade)
 Excludes moves to Subscription or Cloud

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
 - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
 - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

POLICIES

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- For new systems:
 - The support date is set 30 days after MCCi submits software order to Laserfiche.
- For platform upgrades to Avante or Rio:
 - The support date is set immediately upon MCCi submitting software order to Laserfiche.
 - Remaining months of LSAP can be applied toward the new purchase.



- To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired).
- For product upgrades:
 - To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- For moves from on-premises platforms to Subscription:
 - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- For additional software: the support date is prorated to match Client's existing support date.
- For Subscription licensing renewals:
 - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.
 - If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
 - The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

INTEGRATIONS

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

LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

CLIENT SOLUTION CUSTOMIZATIONS

The Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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



SIGNATURE PAGE

MCCi, LLC	WILLIAMSON COUNTY				
By: Victor D'aurio	By:				
Name: Victor D'Aurio	Name:				
Title: Chief Operating Officer	Title:				
Date: <u>8.31.2021</u>	Date:				