

LASERFICHE EXPANSION ORDER

Quote 28600 (the "**Order**") is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

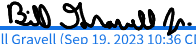
E-SIGNED by Emery Jones
Signed: on 2023-09-13 13:56:58 GMT

Name: Emery Jones

Title: CFO

Date: September 13, 2023

WILLIAMSON COUNTY ("Client")

Signed:  Bill Gravell (Sep 19, 2023 10:36 CDT)

Name: Bill Gravell

Title: County Judge

Date: Sep 19, 2023

PRICING: LASERFICHE



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

Bill to: Tammy McCulley

tmcculley@wilco.org

Ship to: Inky Chandler-Mertz

ichandler@wilco.org

cc AP Contact: tmcculley@wilco.org;

ichandler@wilco.org; mbeteille@wilco.org;

ssimons@wilco.org

Client Name: Williamson County

Quote Date: August 22, 2023

Client Address: 301 SE Innerloop, Suite 105, Georgetown, TX 78626

Quote Number: [REDACTED]

Order Type: Expansion

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #625-20</i>	<i>Total</i>
<u>CONTENT SERVICES SOFTWARE LICENSING FOR RIO</u>				
☒ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	95	\$726.00	\$675.18	\$64,142.10
☒ Laserfiche Rio Forms Professional (200-499 Users)	95	\$66.00	\$61.38	\$5,831.10
☒ Laserfiche Rio Connector (200-499 Users)	95	\$33.00	\$30.69	\$2,915.55
☒ Laserfiche Rio Quick Fields Core	-1	\$4,662.50	N/A	(\$4,662.50)
☒ Laserfiche Rio Quick Fields Complete	1	\$15,000.00	\$13,950.00	\$13,950.00
<i>Laserfiche Software Subtotal</i>				<i>\$82,176.25</i>

GRAND TOTAL - ONE-TIME SOFTWARE	<i>\$82,176.25</i>
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<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #625-20</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>				
☒ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	95	\$145.20	\$130.68	\$12,414.60
☒ Laserfiche Rio Forms Professional (200-499 Users)	95	\$13.20	\$11.88	\$1,128.60
☒ Laserfiche Rio Connector (200-499 Users)	95	\$6.60	\$5.94	\$564.30
☒ Laserfiche Rio Quick Fields Complete	1	\$3,000.00	\$2,700.00	\$2,700.00
<i>Laserfiche Annual Recurring Software Support Subtotal</i>				<i>\$16,807.50</i>

LASERFICHE ANNUAL SUBSCRIPTION - BASIC

☒ Laserfiche Participant User Subscription (10-199 Users)	145	\$110.00	\$104.50	\$15,152.50
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$15,152.50</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	<i>\$31,960.00</i>
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EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☒	Laserfiche Rio Forms Authenticated Participant (50-199 Users)	-85	
☒	Laserfiche Rio Quick Fields Core	-1	
☒	Laserfiche Software Support Credit Proration	1	
☒	<i>Existing Laserfiche Software Support Credit Total</i>		<i>(\$1,608.51)</i>

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	<i>(\$1,608.51)</i>
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TOTAL LASERFICHE PROJECT COST	<i>\$112,527.74</i>
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All Quotes Expire 30 Days from Quote Date

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. 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.



PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

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

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

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.

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 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.

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 on-premises 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.
- 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 permissible 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.

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.