



**REQUEST FOR PROPOSALS**  
**For**  
**Deliverables-Based Information Technology Services**  
**RFP # 2023-069**

Sealed proposals will be accepted until **2:00 PM CT, Friday, September 15, 2023** and then publicly opened and read aloud thereafter.

MCCi, LLC.

Legal Name of Proposing Firm

Sarah Haddock

Contact Person

Director of Sales Operations

Title

850-701-0725

Telephone Number

salesoperations@mccinnovations.com

E-Mail Address

3717 Apalachee Parkway, Suite 201

Street Address of Principal Place of Business

Tallahassee,

City/State

FL

32311

Zip

3717 Apalachee Parkway, Suite 201

Complete Mailing Address

Tallahassee,

City/State

FL

32311

Zip

Acknowledgment of Addenda: #1   X   #2   X   #3        #4        #5       

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct, and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore that I certify that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

\_\_\_\_\_  
Authorized Signature



September 20, 2023

TXShare  
North Central Texas Council of Governments  
Texas Share RFP # 2023-069 Deliverables- Based Information Technology Services  
616 Six Flags Drive  
Arlington, TX 76011

Subject: Response to Texas Share RFP # 2023-069 Deliverables- Based Information Technology Services

Dear TXShare,

MCCi is delighted to respond to your request for Texas Share RFP #2023-069 Deliverables-Based Information Technology Services. As the top ranked and largest Laserfiche Diamond Solution Provider, we deliver leading hyperautomation technologies, including enterprise content management, robotic process automation, intelligent capture, and electronic signatures, to name a few.

With over 20 years of experience as a Laserfiche provider, MCCi is uniquely qualified to exceed your expectations of providing the best Laserfiche Support. We aim to provide NCTCOG with solutions listed within this RFP in Product Categories 9 and 13. Prioritizing your success is our ultimate goal. By taking an agile approach, collaborating with your Account Management, Support, and Project teams, we know we can help you reach your goals.

Let us share what sets MCCi apart as your top choice for a Laserfiche solution provider, specifically concerning your requested capabilities.

- ✓ One of MCCi's Core Values is that we are picky about our teammates. This means you will work with the most highly qualified and skilled team consisting of individuals who will make your experience a delightful one. In addition, our work environment encourages and fosters growth for employees, providing an even better client experience.
- ✓ MCCi is driven by growth and strives to do better each day. Our team aims to accomplish this by always being open to client feedback. Whether things are working out well or could be improved upon, we want to know about it. The direct application of insight provided by our clients gives us the opportunity to be consultative in our approach, providing solutions that fit our clients' needs.
- ✓ At MCCi, we operate in what we like to call the Client Lane. Within our organization that means our clients are the heart of our company and culture. Their needs provide the trajectory of our service and product offerings, and growth – personally and professionally. We are not a company whose departments operate independently, rather, we create a collaborative environment with a common goal to support our clients.

Thank you for considering MCCi, and we look forward to working with you and exceeding your expectations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steph', is positioned above the printed name of Stephanie Wood.

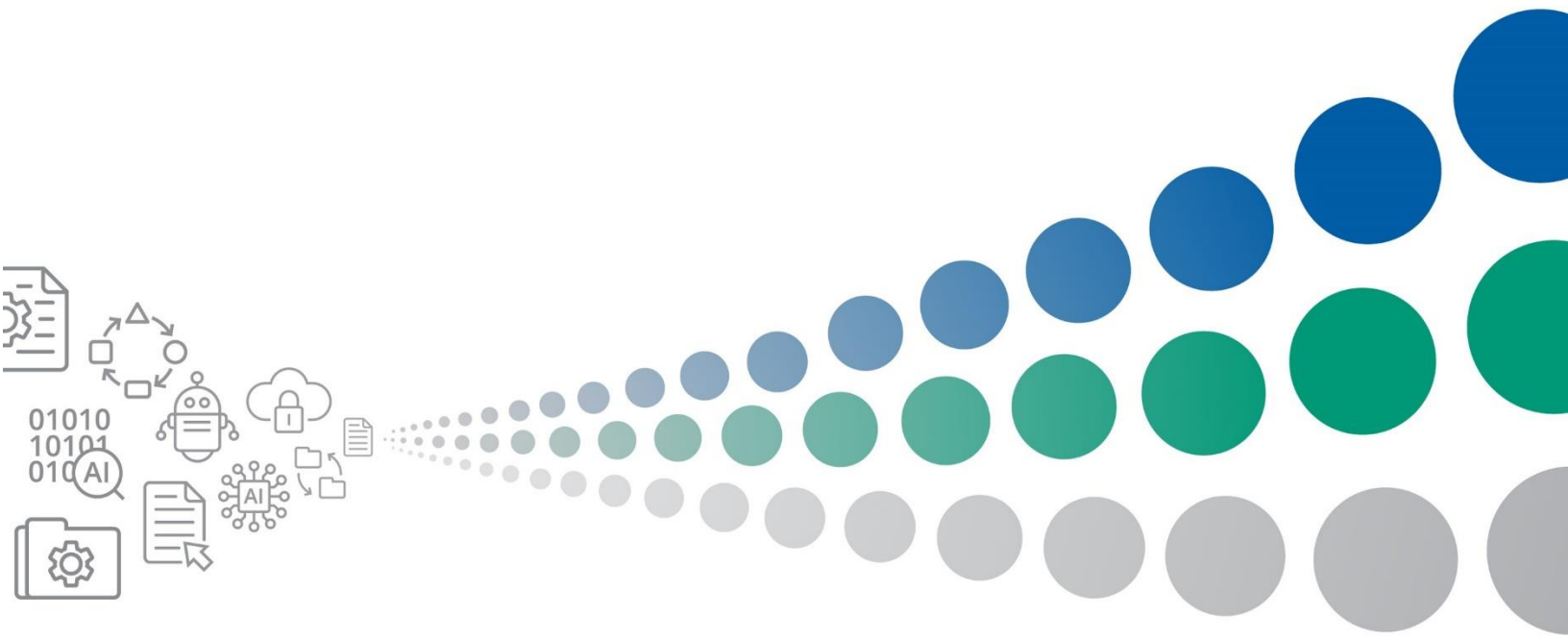
Stephanie Wood, Vice President of Sales  
[swood@mccinnovations.com](mailto:swood@mccinnovations.com) 850-701-0725 x 1739



# Texas Share RFP # 2023-069

## Deliverables-Based Information Technology Services Proposal

Issued: September 21, 2023  
*Valid for 120 days*



# TABLE OF CONTENTS

**TAB B - Executive Summary..... 3**

    OUR Proposal..... 3

    OUR Company..... 3

    Our Mission ..... 4

    Our Portfolio..... 4

    Technology Partners ..... 8

    Our Core Values..... 8

    Our Team Is Your Team ..... 8

**Tab C Key Personnel..... 10**

**Tab D TECHNICAL PROPOSAL..... 11**

**Tab E REFERENCES ..... 17**

**Tab F PROPOSAL PRICING ..... 18**

**Tab G REQUIRED ATTACHMENTS ..... 19**

**SUPPLEMENTAL SUPPORT PACKAGES ..... 36**

**Attachment A - Sample Master Services Agreement..... 41**

**Attachment B - Assumptions ..... 49**

**MCCi Assumptions..... 50**

**Laserfiche Assumptions..... 52**

**Laserfiche Cloud Assumptions..... 55**

**Managed Cloud Assumptions..... 57**

**ABBYY Assumptions ..... 59**

**OneSpan Assumptions..... 60**

## TAB B - EXECUTIVE SUMMARY

*Please note that this proposal is informational and for marketing purposes only. All details relating to a live order will be captured in such live order, incorporation of this proposal notwithstanding.*

### OUR PROPOSAL

Modern ECM solutions must now go beyond facilitating capture, storage, and retrieval of records. They must also integrate tightly with the main line of business systems and offer tools to help reduce the time it takes for business processes to be completed. MCCi is well positioned to solve integration and business process optimization needs using the Laserfiche platform. Our team of experts has facilitated integrations with core business applications, Leading Public Sector ERP solutions, Microsoft Dynamics, and Salesforce, to name a few. We also have vast experience building custom app integrations. Extending Laserfiche capabilities to solve business process challenges is a core competency. MCCi is focused on providing a complete solution for clients to assist them with their document & records management needs. After implementation, we provide world-class support and on-going project services. Our client satisfaction rating is 99% because we put our clients first. Our support team is comprised of Laserfiche-certified, friendly professionals available 24/7/365, should you require them. We have the largest Laserfiche services team in the country, which enables us to properly staff our clients' projects with the right experts for their needs.

MCCi has over 20 years of experience enabling public sector clients to achieve operational efficiencies and meet regulatory commitments with enterprise document/content management technology. This experience shines during our implementations as we have developed a strong set of best practices and take a great deal of pride in every client we implement. MCCi has been the #1 Laserfiche Solution Provider in the public sector since 2005 and <https://info.laserfiche.com/gartnermagic-quadrant-content-services-platforms-states> that the strength of the solution provider is critical for successful deployments. <https://www.techrepublic.com/article/it-project-failures-costly-techrepublic-gartner-study-finds/>

MCCi is headquartered in Tallahassee, Florida, but has a virtual-first workforce with approximately 150 employees spread across the nation. Our team is composed of the most committed, intelligent, and innovative industry professionals. MCCi prides itself as a high-growth, high-touch workplace that attracts great talent and focuses on their core values. This growth mindset is deeply embedded, starting with the hiring and onboarding stage, and continuing throughout each person's career development. As an expert in emerging technologies, we have a disciplined practice of continuous training as demonstrated by our teams many industry certifications. Our focus on leadership (philosophy and practice) is intense, deliberate, and believed to be a core differentiator.

Recently, Inc. Magazine recognized MCCi as an Inc. 5000 fastest-growing private companies in the United States. Additional noteworthy recognition includes Top 10 Best Companies to Work For, Florida Companies to Watch, Microsoft Gold Certified Partner, ABBYY Partner of the Year, Blue Prism Public Sector Partner of the Year, and the only Laserfiche Diamond-Level Provider, to name a few.

### OUR COMPANY

MCCi is a business process automation company that accelerates digital transformation by adding intelligence to business processes. As an IT services company with expertise in delivering end-to-end solutions, we provide leading hyperautomation technologies, including intelligent business process management, intelligent capture, robotic process automation, machine learning, artificial intelligence, content services, and records management. We are fiercely committed to being an end-to-end solutions provider and are a trusted partner of more than 1,300 organizations.

For over 20 years, MCCi has deployed technology to help governments perform mission-critical work to serve their communities effectively. We are proud to work with [many award winning agencies](#) and we've won a few accolades



ourselves. In 2023, MCCi was selected as a [GovTech 100 company](#) and Inc. Magazine has recognized MCCi as one of the **Inc. 5000** fastest-growing private companies in the United States. We are the world’s largest **Laserfiche Solution Provider** and have been listed as one of the **Best Companies to Work for in Florida**. We are also a Microsoft Gold-Certified Partner.

## OUR MISSION

We believe there is a better way to work. Our mission is to free people from manual business processes so they can grow, and their organizations can prosper. We are excited to present this information to you and invite you to join us on this journey.

Automation accelerates time-to-value by allowing you to plan, build, and deploy in just hours, significantly reducing costs while improving quality and efficiency. Realizing these benefits requires having a strategic roadmap, and we have the tools and frameworks you need to plan accordingly. Experience has taught us this planning is key to a successful implementation and rollout, and high end-user adoption.

After learning your pain points and goals, we will use our methodical approach to outline your project, recommending the technology, implementation, and infrastructure that best suits your needs.

## OUR PORTFOLIO

### CONTENT SERVICES

Enterprise Content Management (ECM) has evolved into an [extensible, composable](#) Content Services Platform (CSP) to serve every department in your organization. [Solve complex business processes](#) with simple, [low/no-code CSP technology](#) and robust integrations.

|                                                                                     |                                                                                                   |                                                                                                   |                                                                                                                           |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|  |                |                |                                      |
| <b>Document Management</b>                                                          | <b>Process Automation</b>                                                                         | <b>Electronic Forms</b>                                                                           | <b>Records Management</b>                                                                                                 |
| Centralize critical content to efficiently and securely improve collaboration.      | Automate repetitive processes with low/no-code platforms to increase accuracy and drive adoption. | Build a process with an intuitive forms designer to automate submissions and route for approvals. | Automate retention enforcement of consistent, organization-wide records policies and mitigate regulatory compliance risk. |

### INTELLIGENT DOCUMENT PROCESSING

The power of [Intelligent Document Processing \(IDP\)](#) transforms your scanned documents into smart data for faster, more efficient processing of various documents to feed downstream systems better. This increased efficiency can reduce errors, improve productivity, and ultimately, less human intervention.

|                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| <b>Document Capture</b>                                                             | <b>Image Processing &amp; Optimization</b>                                          | <b>Data Classification</b>                                                          | <b>Natural Language Processing</b>                                                  | <b>Data Validation</b>                                                                | <b>ERP Integration</b>                                                                |

## MANAGED CLOUD

We operate a cloud infrastructure on your behalf, providing a secure and compliant environment without worrying about day-to-day management. You pay for only the cloud services you use to lower operating costs, run your infrastructure more efficiently, and scale as your business needs change.

### Benefits of cloud services:

- Eliminate the learning curve of architecting secure, scalable solutions on the cloud
- Reduce unplanned downtime for help desk and system administrators
- Improve agility in response to ever-changing national regulations
- Maintain protection with the next-generation firewall with application-layer security
- Meet government security and compliance standards while managing costs
- Deliver access to critical applications anywhere at any time with ease to employees, citizens, and customers

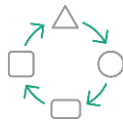
## ROBOTIC PROCESS AUTOMATION

Meet digital workers - the software-based robots that streamline complex business processes. They're available day or night to get things done, so your employees can focus on more meaningful tasks that impact your organization. With digital workers taking care of the nitty-gritty, your team can easily plan and strategize. What processes are best suited for RPA?



### High-Volume

High-volume processes that fluctuate with demand or have a backlog



### Repetitive & Manual

Redundant employee tasks, such as rekeying information or repetitive actions



### Rule-Based Processes

Processes that are easy to decide without requiring new skills or knowledge



### High-Staffed Processes

Processes involving a significant number of full-time employees (FTEs)

## ELECTRONIC SIGNATURES

Electronic signatures offer a secure way to sign documents without paper or enter data manually. This process reduces errors and provides unparalleled security. Our electronic signature solution handles all aspects of the signing process and seamlessly integrates with Laserfiche, so adding a signature to your document workflow is a snap.



### Compliance

Strengthen compliance and deter legal disputes with immutable audit trails



### Cost Savings

Eliminate the need to print, ship, and archive paper documents



### Scalability

Scale digital signatures across your organization quickly and cost-effectively



### Protection

Protect against fraud with military-grade digital encryption

## CONSULTING SERVICES

Lean on us for all aspects of professional services to fast-track your digital transformation. Our consulting team is ready to accomplish end-to-end services or augment your staff. Clients collaborate with us as an extension of their team. Services include:

- Identify which of your processes are ready for automation
- Identify the business outcomes you want to achieve
- Identify the pain points and gaps in your current automation
- Determine the best technology to use
- Configure, train, and go live with the solution
- Integrate key business systems to extend the value and further automate processes
- Ongoing solutions and process support
- Repeat the plan with your next automation project

## SOFTWARE SUPPORT

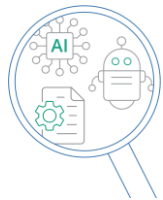
Our support team includes the industry's most committed, intelligent, and innovative professionals. With decades of experience helping our clients with software solutions, we offer expertise that simply can't be found elsewhere. Our team is an extension of your team, and we have various supplemental support options for every size and budget.



20+ Certified Support Technicians  
 8 AM – 8 PM (Eastern Time) Live Support  
 Service Level Agreements (SLA) for 24/7 Critical Incident Support

## SOLUTION TRAINING

Whether you're just getting started or a seasoned pro, training and education are vital to positive user experiences. We offer various standard and customized training options to fit your learning style, knowledge level, and organization's needs. We empower you to get the most out of your investment.



On-Demand Video Training Library  
 Custom Training Video Production  
 Live Training and Workshops  
 Live Webinars

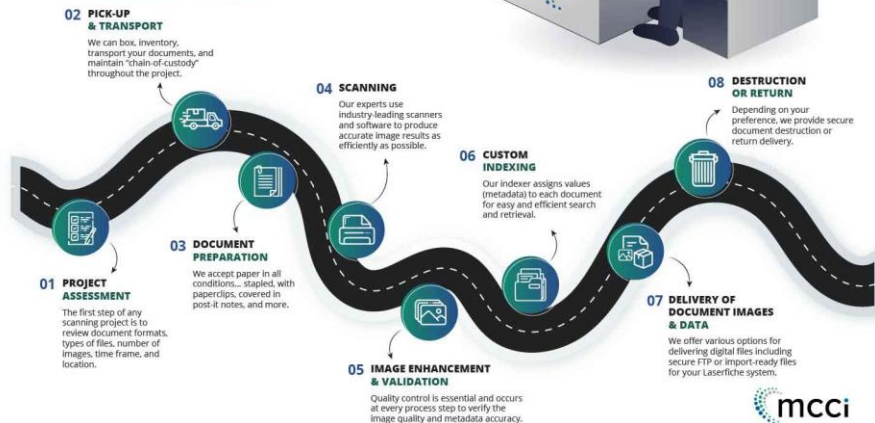
## SCANNING

Large quantities of paper documents and records can take up valuable office space. You save space, money, and time by digitizing your files. Scanning your documents can save you money on retrieval requests and storage fees if you utilize off-site storage. Electronic files can eliminate the need for costly reproduction and mailing and are easier to track. And instead of it taking hours to search for, find, and share documents, you can be done within a few minutes.

Our scanning services manage the project planning, prep work, indexing, and quality control. Documents, books, large format, microfilm, and microfiche – we do it all! If you're looking for the best way to digitize your documents for ease of access within Laserfiche or another platform, we've got the best CJIS and HIPPA-trained team for your project.

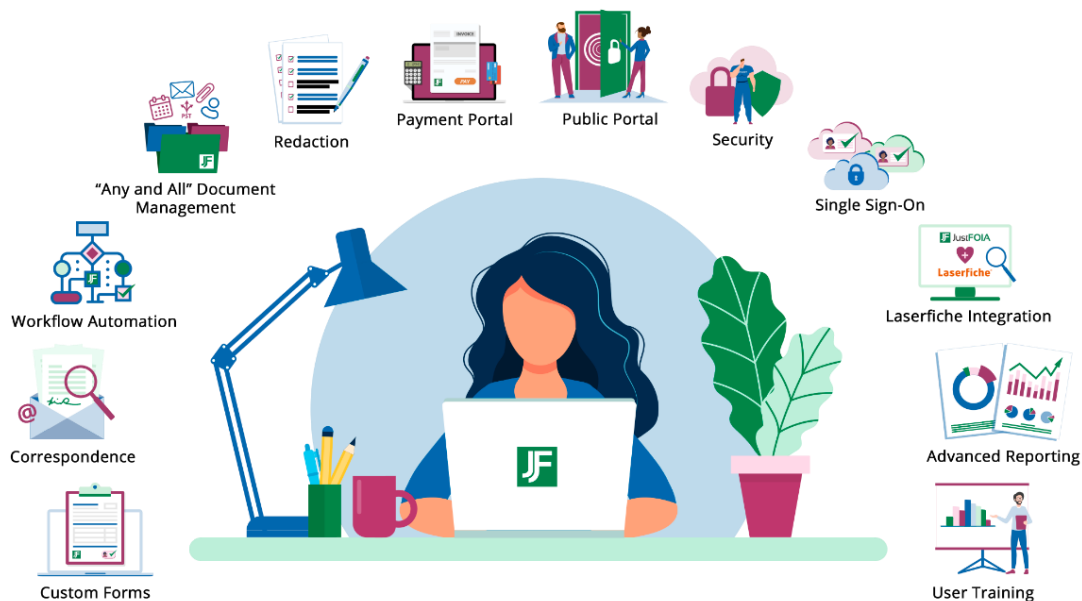


# GET TO KNOW OUR PROCESS



## RECORDS REQUEST MANAGEMENT

Better serve your community by simplifying the processing for all types of public records requests in a cloud-based SaaS solution. Records requests continue to increase, and the demand for transparency is at an all-time high. Improve the overall citizen service experience while digitizing in-person services. Manage every step of the process, from intake to delivery, to save your team valuable time.



## TECHNOLOGY PARTNERS



## OUR CORE VALUES

**We are fanatical about client success.** Success starts with our eagerness to understand our clients' goals.

**We do the right thing. Always.** We care deeply about serving our clients and maintaining a solid reputation for always doing what's right—even when it's not easy. We know that our work has a big impact on our clients' lives, and we're committed to doing our work with the highest integrity and character.

**We innovate and evolve.** Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

**We are unreasonably picky about our teammates.** We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally and personally.

## OUR TEAM IS YOUR TEAM

Our agile team is ready to adapt to your needs, providing extensive services or simply supplementing your existing staff. With highly skilled professionals and diverse capabilities, we assist with project management, consulting, requirements gathering, analysis, process assessments, system configuration, application integrations, training, and support. You can trust us to support you every step of the way.

Our most strategic clients use us as an extension of their team. We are part of initial meetings with stakeholders to identify pain points and desired business outcomes, identify gaps in automation, scope projects, and determine the best-fit technologies. Then, we build and train on these processes. We support change management that occurs as your organization evolves to become a digital workplace.

### INITIAL ASSESSMENT/CONSULTATION

We begin with thoroughly discovering your business needs and how processes may change. Our team will recommend a solution and determine the best implementation strategy. We strive to provide an exceptional solution that achieves your business objectives and earns your continued partnership for future projects.

### IMPLEMENTATION

Our Professional Services team includes system engineers, project managers, developers, business analysts, and trainers. These professionals are highly skilled in implementations, process automation, project management, and integrations.



## **TECHNICAL SUPPORT**

Once your project is complete, you can access our team of certified technicians to troubleshoot and maintain your solution. We also offer supplementary support packages to provide more access to our team based on your needs.

## **CLIENT RELATIONS**

We believe in proactive support, which begins with client education, excellent service, and communication. Your dedicated account team can:

- Identify any needs that the current system could address
- Serve as a resource for account and licensing questions, best practices, and other system use cases.
- Provide continued education for existing and new users within your organization through webinars, seminars, workshops, user groups, and more.
- Connect with our Client Innovation Team of solutions architects available for technical discussions/needs.
- Coordinate with our sales operations team for pricing inquiries and budgetary information.

*[remainder of page intentionally left blank]*

## TAB C KEY PERSONNEL

### **Identify all managers, supervisors, and other team members who will be involved in the management of the delivery of goods or services under this RFP**

MCCi brings a dedicated staff of approximately 150 employees. Below is a list of a few individuals that would be involved in NCTCOG projects.

#### **Executive Team:**

MCCi's Executive Team is available for any escalation needed for clients.

Donny Barstow (President & CEO)  
Victor D'Aurio (COO)  
Shawn Hermann (CIO)  
Jody Bennett (SVP of Sales & Marketing)  
Emery Jones (CFO)

#### **Account Team:**

MCCi's Account Team for NCTCOG will serve as the main points of contact throughout contracts for sales, customer service, pre-sales, and various other needs outside of professional services or technical support.

Stephanie Wood (VP of Sales)  
Lawerence Steed (Territory Manager)  
Alex Barnes (Account Manager)  
Chad Walters (Account Executive)  
Nathan Whicker (Solutions Architect)  
Mike Pazuki (Director of Intelligent Automation and Client Innovations)

#### **Professional Services Team:**

The MCCi Professional Services Team is much larger in number, but below are some of the main points of contact. The following Professional Services team members are examples of who will likely be available as client's contract for professional services.

- Garrick Tomlin – Consulting Program Manager
- Corey Robert – Project Manager
- Bryant Biorn – Systems Engineer
- Jason Eades – Systems Engineer
- Doug Baker – Developer
- Russ Steed – Developer

#### **Technical Support Team**

MCCi has a technical support team of over sixteen support experts led by Drew Ferrell (MCCi Support Manager). Almost 10 years ago, Drew joined our support team as a technician. He has seen it all, serving our diverse client base over his impressive tenure. A 99% client satisfaction rating speaks to the organization he has built. Depending on the level of support a client contract for, there can be support members dedicated to that client.

#### **Sales Operations & Finance**

MCCi Sales Operations & Finance teams handle sales quotes, invoicing, renewals, billing inquiries, etc. These teams are led by Sarah Haddock (Director of Sales Operations) and Emery Jones (CFO). These teams are ready and able to answer questions when needed.

### **Identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP.**

MCCi will not be using any subcontractors to fulfill this RFP.

# TAB D TECHNICAL PROPOSAL

## **1. Description of the services for which the Proposer is able to provide. In responding, please use the categories identified in Exhibit A of this RFP.**

As the largest and only Diamond level Laserfiche Solution Provider, MCCi is responding to Product Category 9 of Exhibit A. Laserfiche Maintenance and Support.

MCCi has over 20 years of experience with Laserfiche and specifically with the Public Sector. This experience shines through during our implementations as we take a great deal of pride in every customer we implement. MCCi's focus on the Public Sector allows us to partner with other strategic vendors in the marketplace.

MCCi has been providing ECM to its clients since 2003. MCCi is headquartered in Tallahassee, Florida with satellite offices across the country. With a client base of over 1300 Public Sector agencies, we are striving to be the leading Content Services Platform (CSP) provider in the United States. MCCi has been the #1 Laserfiche Solution Provider in government since 2005 and the **#1 Laserfiche Solution Provider in the world for the last 10 years.**

## **2. Description of the Proposer's process for responding to an order for product.**

MCCi's experienced Sales Team works with our clients and prospects to ensure all product and service orders are beneficial for the client. Once the client approves an order for product and/or service, MCCi confirms purchasing approval and submits the purchase request via a Laserfiche Form for processing. The Sales Operations department is notified of the order request, reconfirms all applicable approval required as well as validates all aspects of the quote being ordered. Once Sales Operations confirms the Order, they send an Order Confirmation email to the ordering party notifying them of the status of the order and what to expect in regard to delivery of the product. The Order is then placed within our CRM system which flows to our Finance Department to order the products from the vendor.

## **3. Description of the Proposer's process for delivering orders to respective clients.**

Once the product(s) have been approved and ordered by the product vendor, Sales Operations notifies the client of their Software Delivery and steps to activate all products. MCCi includes specific guides and instructions to assist the client with activating their own products as well as direct contact information if the client needs MCCi's assistance.

## **4. Description of the Proposer's customer satisfaction services, to include any warranty and/or repair capabilities.**

### **Services Warranty.**

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, 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 cure any such deficiencies. After completing any such cure, 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.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCi'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT

ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

**General Warranty.**

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

**5. Description of the Proposer's invoicing process used by the Proposer.**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges, and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has terminated the Agreement and/or applicable Order, per Section 4; provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

**6. Any assumptions made in responding to the requirements.**

MCCi did not respond to these questions based on any assumptions.

**7. Any exceptions to the requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated term and conditions unless NCTCOG accepts identified exceptions of the Proposer.**

MCCi has 2 exceptions to the RFP listed in the table below.

| Contractual Term / Condition            | Document Name | Section/Page         | Exceptions                                                                                                                                                                            | Additions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------|---------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 6: General Terms and Conditions | RFP 2023-069  | 6.05 Indemnification | Replace "negligence" in item iii. with "gross negligence"                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Section 6: General Terms and Conditions | RFP 2023-069  | Section 6            | No exception requests other than the item above, however MCCi requests reasonable additions based on its MSA it has in place with hundreds of other government agencies, if selected. | MCCi has supplied its Master Services Agreement Template, and other Terms/Conditions (Assumptions) associated with the products and services proposed. Assuming MCCi is selected, MCCi will request the opportunity to negotiate any additional terms included in our response, vs. any standard terms and conditions included in your solicitation. Note that the majority of such additions are related to contracting with governmental entities that are able to utilize this contract, vs. NCTCOG as the owner of the cooperative agreement. These include such things as limitations of liability, service warranties, EULA term adherence, etc. |

**8. Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.**

MCCi intends to respond to Product Categories 9 and 13.

**PRODUCT CATEGORY # 9 LASERFICHE MAINTENANCE AND SUPPORT**

**Designing and implementing new solutions built upon Laserfiche functionality.**

MCCi's consulting team consists of Account Managers, Account Executives, and Client Innovations personnel who are Laserfiche products and solutions experts. The MCCi Implementation Team draws on over 80 years of combined experience to help inform the design and execution of our projects. Two such Texas clients, Georgetown, and Corpus Christi have used Laserfiche for a number of years to maintain records across their enterprise, and our experiences with these clients will help inform the development of requirements for this project. Both cities are using Laserfiche for their utility's records, and Georgetown has developed an innovative process for allowing clients to use a Laserfiche Form to sign up for alerts when their water usage has exceeded normal quantities. All MCCi implementations start with a formal kickoff meeting that includes all stakeholders. But prior to this kickoff meeting, MCCi's Project Manager will meet with the primary stakeholders to discuss project priorities and the team dynamics to ensure a seamless Laserfiche implementation.



### **Providing ongoing maintenance and support services for our existing applications.**

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.

### **Conducting regular monitoring and enhancements to ensure optimal performance.**

MCCi can meet this requirement in a variety of ways. The primary recommendation would be to have the highest level of support, which is MCCi's Process Administration Support Services 2 (MPASS2). This specifically provides an annual review of business process configurations as well as proactive engagements with a dedicated support representative. If Laserfiche performance is subpar, then our support team is available to troubleshoot for an optimal experience. Finally, MCCi also offers a Managed Cloud solution for our clients. This option allows MCCi to continually monitor our client's system, ensuring optimal performance.

### **Offering timely response and resolution to reported issues and incidents.**

MCCi's support team is highly dedicated to quick resolutions. 99% of phone calls placed to support at MCCi get answered and do not go to voicemail. MCCi provides continued technical support for all MCCi applications. Clients can designate several individuals who are to be the technical support contacts. There is no limit to the number of technical support calls that can be made. Customers may contact MCCi support via the online support center, email (support@mccinnovations.com), or telephone (866-942-0464). Several support reps work to cover extended support hours; in addition, 1-2 reps are on call for 24/7 support clients. Normal/Extended support hours are 8am-8pm EST, 24/7 on call and weekend. For organizations that require immediate response times and resolution, MCCi offers an add-on Service Level Agreement (SLA). This service provides priority access and urgent response times for issues that may arise.

### **Performing routine updates, bug fixes, and troubleshooting.**

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 self-hosted 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. 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

### **Performing major application/server upgrades related to this application.**

Aside from MCCi's well-versed technical support staff, we also have a large Professional Services staff who can engage with clients in situations where performing major application/server upgrades related to the application may be necessary. We've found that determining the full magnitude and requirements depends highly on our Clients' current system, infrastructure and needs. Because of this, performing these server upgrades could be potentially handled by our Support Team, or may require a deeper dive, full scope of services, and a full project team.

### **Ensuring the availability, responsiveness, performance, and security of applications.**

MCCi's Support team is available Monday through Friday 8am to 8pm Eastern for typical break/fix issues. Clients with higher levels of support and our Service Level Agreement (SLA) do have access to our 24/7 critical support



team. We can assure NCTCOG that we have team members available and ready to resolve performance and security issues.

**Applying industry best practices and proactive measures to minimize downtime.**

MCCi follows and recommends all best practices when it comes to the Laserfiche solution. Following best practices greatly reduces the chance of downtime, and we have an extremely skilled team prepared to find a quick resolution if downtime were to occur.

**Applying security best practices and proactive measures to minimize exposure to threats and/or data loss.**

MCCi's support team is CJIS and HIPAA certified. MCCi is equipped to assess content management needs across the organization, including data security/privacy and associated risks. We will recommend/implement solutions that help ensure all data is protected and risks of data exposure are mitigated, both for stored/archived data and transmission of content.

**Identify performance issues and develop improvements.**

With MCCi's Process Administration Support Services 2 (MPASS2), an annual review of business process configurations will be conducted. At that point in time, our team can identify different issues and make recommendations for development improvements. With that said, a request for support can be made at any time without waiting for review. Once there is an unresolved support ticket with our team, they are committed to identifying the issues and developing improvements.

**Supply knowledge transfer, as necessary.**

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly in the Laserfiche ECM functionality and also goes through the Laserfiche Certifications based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs. MCCi can provide train-the-trainer training for key staff, which can then roll out the project to the organization or MCCi can serve as the trainer for all users in the organization.

In large/complex organizations where each area may have different intended uses of the solution, MCCi recommends basing the training curriculum on what is required for staff to get their specific job done. All users should have a basic knowledge of the system and its capabilities before embarking on more advanced training and knowledge transfer. MCCi will customize a training agenda based on user types, departments, job tasks, etc. prior to conducting the onsite training. The general training methodology consists of developing an overall curriculum plan, targeting roles and users, delivering the training, and incorporating student feedback. The tactics used during the delivery of the training include instructor presentation, system demonstrations, hands-on exercises, and simulations using Clients' specific data. Users are encouraged to take advantage of application help tools and online training to reinforce the training.

**PRODUCT CATEGORY 13 PRODUCTS AND SERVICES OTHERWISE NOT ANTICIPATED IN THE RFP –**

**Any additional products or services that are not presently anticipated by the scope of work in this RFP may be proposed by the Respondent. Additional products or services that comport with the existing Product Categories and/or additional Product Categories that were not listed are encouraged to be proposed by vendors who are so capable. Description of the service and associated costs are to be so identified and Respondent may use as many pages as necessary to describe these additional products or services.**

MCCi clients in addition to Laserfiche. Those include Managed Cloud, ABBYY, and OneSpan currently. Below, you will find a brief overview of each.

## Managed Cloud

We operate an Azure cloud infrastructure on your behalf, providing a secure and compliant environment without worrying about day-to-day management. Clients pay only for cloud services you use, helping you lower your operating costs, run your Laserfiche infrastructure more efficiently, and scale as your business needs change.

### MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

## ABBYY

ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

## OneSpan

OneSpan Sign is an e-signature tool that provides organizations with a legal, secure way to achieve digital signatures. OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

### **Designate specific contact person(s) for the following phases: (1) bid process (2) contracting process (3) contract administration (primary point of contact for receiving orders from Participating Entities).**

(1) Stephanie Wood, Vice President of Sales, [swood@mccinnovations.com](mailto:swood@mccinnovations.com)

(2) Sarah Haddock, Director of Sales Operations, [shaddock@mccinnovations.com](mailto:shaddock@mccinnovations.com)

(3) Sarah Haddock, Director of Sales Operations, [shaddock@mccinnovations.com](mailto:shaddock@mccinnovations.com)

## TAB E REFERENCES

### Include at least three recent references for customers

| Reference #1     |                                                 |
|------------------|-------------------------------------------------|
| Client Name      | City of Grapevine, Texas                        |
| Contact Person   | Darryl Austin                                   |
| Title of Contact | IT Security Administrator                       |
| Contact Phone    | (817) 410 - 3314                                |
| Contact Email    | daustin@grapevinetexas.gov                      |
| Scope of Service | Laserfiche System, MCCi Managed Cloud, JustFOIA |
| Dates of Service | 2012 - Present                                  |

| Reference #2     |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| Client Name      | City of Coppell, Texas                                                          |
| Contact Person   | Jerod Anderson                                                                  |
| Title of Contact | Director of Enterprise Solutions                                                |
| Contact Phone    | (972) 304 -7005                                                                 |
| Contact Email    | janderson@coppelltx.gov                                                         |
| Scope of Service | Laserfiche System, NEOGOV Integration, ABBYY, MCCi Consulting Services, OneSpan |
| Dates of Service | 2005 - Present                                                                  |

| Reference #3     |                                     |
|------------------|-------------------------------------|
| Client Name      | City of Lewisville, Texas           |
| Contact Person   | Tarina Morris                       |
| Title of Contact | Enterprise Applications Analyst     |
| Contact Phone    | (972) 219 - 3418                    |
| Contact Email    | tmorris@cityoflewisville.com        |
| Scope of Service | Laserfiche Systems and Integrations |
| Dates of Service | 2006 - Present                      |

| Reference #4     |                                                                      |
|------------------|----------------------------------------------------------------------|
| Client Name      | Town of Prosper, Texas                                               |
| Contact Person   | Leigh Johnson                                                        |
| Title of Contact | Director of Information Technology                                   |
| Contact Phone    | (972) 569 - 1150                                                     |
| Contact Email    | ljohnson@prospertx.gov                                               |
| Scope of Service | Laserfiche System, EnerGOV Integration, JustFOIA, ArcGIS Integration |
| Dates of Service | 2017- Present                                                        |

| Reference #5     |                                                 |
|------------------|-------------------------------------------------|
| Client Name      | Town of Westlake, Texas                         |
| Contact Person   | Jason Power                                     |
| Title of Contact | Director of Information Technology              |
| Contact Phone    | (817) 490 - 5711                                |
| Contact Email    | jpower@westlake-tx.org                          |
| Scope of Service | Laserfiche System, MCCi Managed Cloud, JustFOIA |
| Dates of Service | 2012 - Present                                  |

## TAB F PROPOSAL PRICING

**Respondents should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on quantity or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the products and services that you intend to provide in your proposal.**

Please see table below with average pricing for MCCi product categories. A document with a full price list has been submitted as an attached file.

| Product Category | Product Description                          | TXShare Discount with Active SLA | TXShare Discount without Active SLA |
|------------------|----------------------------------------------|----------------------------------|-------------------------------------|
| #9               | Laserfiche On-Premise Software               | 7%                               | 7%                                  |
| #9               | Laserfiche On-Premise Software Support       | 10%                              | 0%                                  |
| #9               | Laserfiche Subscription                      | 5%                               | 0%                                  |
| #9               | Laserfiche Cloud                             | 3%                               | 0%                                  |
| #9               | MCCi Subscriptions (excluding Managed Cloud) | 5%                               | 0%                                  |
| #9               | MCCi Professional Services                   | 10%                              | 5%                                  |
| #13              | MCCi Managed Cloud Subscriptions*            | 3%                               | 0%                                  |
| #13              | ABBYY Subscription                           | 5%                               | 5%                                  |
| #13              | OneSpan Subscriptions                        | 5%                               | 5%                                  |
| #13              | Scanning                                     | 5%                               | 5%                                  |

\*MCCi Managed Cloud Subscriptions are subject to a 5% Annual Escalator

# TAB G REQUIRED ATTACHMENTS

## ATTACHMENT I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

### Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

### Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 6.04.

Name of Organization/Contractor(s):

MCCi, LLC.

---

Signature of Authorized Representative:

---

Date: \_\_\_\_\_

**ATTACHMENT II:  
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

MCCi, LLC.

---

Signature of Authorized Representative:

---

Date:\_\_\_\_\_

**ATTACHMENT III:**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

MCCi, LLC.

Signature of Authorized Representative:

\_\_\_\_\_

Date:\_\_\_\_\_



**LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

MCCi, LLC.

---

Signature of Authorized Representative:

---

Date: \_\_\_\_\_

**ATTACHMENT V:  
DRUG-FREE WORKPLACE CERTIFICATION**

The MCCi, LLC. (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the MCCi, LLC. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

MCCi, LLC.

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT VI:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

MCCi, LLC.

Signature of Authorized Representative:

\_\_\_\_\_

Date:\_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

MCCi, LLC. - This form is not applicable

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Not Applicable ☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Not Applicable ☐ Yes ☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Signature of vendor doing business with the governmental entity

Date

**ATTACHMENT VII:  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

MCCi, LLC.

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT VIII:**  
**CERTIFICATION OF GOOD STANDING**  
**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

|                                         |                                                                                                                                          |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <u>          X          </u>            | The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas. |
| <u>                                </u> | The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.             |

|                                        |                                                     |
|----------------------------------------|-----------------------------------------------------|
| Type of Business (if not corporation): | <input checked="" type="checkbox"/> Sole Proprietor |
|                                        | <input type="checkbox"/> Partnership                |
|                                        | <input type="checkbox"/> Other                      |

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Donny Barstow, President and CEO  
(Printed/Typed Name and Title of Authorized Representative)

\_\_\_\_\_  
Signature

Date:\_\_\_\_\_

**ATTACHMENT X**  
**NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

**The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.**

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**SIGNATURE OF AUTHORIZED PERSON:**

**NAME OF AUTHORIZED PERSON:** Donny Barstow, President and CEO

**NAME OF COMPANY:** MCCi, LLC.

**DATE:** \_\_\_\_\_

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:

- I. contracts with a sole-source provider; or
  - II. the government entity does not receive bids from companies who can provide written verification.
- The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

**SIGNATURE OF AUTHORIZED  
PERSON:**

**NAME OF AUTHORIZED PERSON:**

**NAME OF COMPANY:**

**DATE:**

\_\_\_\_\_  
Donny Barstow, President and CEO  
\_\_\_\_\_  
MCCi, LLC.  
\_\_\_\_\_  
\_\_\_\_\_

**-OR-**

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

**SIGNATURE OF AUTHORIZED  
PERSON:**

**NAME OF AUTHORIZED PERSON:**

**NAME OF COMPANY:**

**DATE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

Donny Barstow, President and CEO

NAME OF COMPANY:

MCCi, LLC.

DATE:

**-OR-**

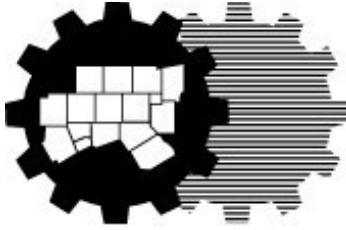
☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



**ADDENDUM TO THE  
REQUEST FOR PROPOSALS  
Deliverables Based Information Technology Services**

**ADDENDUM NO. 1**

**DATE ISSUED: August 30, 2023**

**REQUEST FOR PROPOSALS NUMBER: 2023-069  
ORIGINAL RFP SUBMISSION DATE: September 15, 2023  
REVISED RFP SUBMISSION DATE: September 15, 2023 (no change)**

RFP 2023-069, dated August 16, 2023, is hereby amended to incorporate in full text the following provisions:

**Section 7: How to Submit your Proposal, Tab D Technical Proposal, Item 9.**

Proposers should outline their cybersecurity strategy and provide evidence of *3rd*-party attestation of compliance with any of the following certifications or standards:

- NIST 800-171, 800-53, CSF
- Texas CSF
- ISO27001
- SOC 2
- FedRAMP
- TX-RAMP
- Cloud Security Alliance STAR
- PCI-DSS
- HITRUST

In the absence of 3rd-party attestation of compliance with these certifications or standards, proposers should provide documentation around the following cybersecurity controls at a minimum:

- Cybersecurity strategy and governance
- Risk management framework
- 3rd-Party/Supply Chain risk management
- 3rd-Party penetration testing, including frequency
- Data security

- Encryption in transit and at rest
  - Data access by support personnel
- Personnel screening
- Physical security
- Software development life cycle security
- Network access controls
- Privileged level access controls
- Disaster recovery and business continuity
- Software Development Framework

In addition, proposers should outline their Single-Sign-On capabilities, e.g. support for SAML and integration with identity providers such as Azure Active Directory.

## **Exhibit D: Pricing Proposal**

Pricing information for the desired Bid Items of this RFP are referenced below.

Respondents are asked to identify which services they are proposing in Exhibit B, and to provide pricing information as specified below for each item separately. Vendors are encouraged to promote the pricing structure that most fits their business model for each of the items that they are responding. Respondents may use as many pages as necessary to convey their pricing models.

Depending on the type of service or product being offered, pricing may be hourly rate-card for employee time, flat-fee, catalog percentage discount (also known as list-less), or any method that the Respondent prefers to propose.

-----

Craig Johnson  
Senior Purchasing Manager

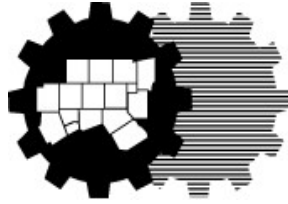
-----

**Proposers: Please acknowledge and return a copy of this Addendum with your proposal.**

COMPANY NAME: MCCi, LLC.

SIGNATURE: \_\_\_\_\_

**NOTE: Company name and signature must be the same as on the RFP documents.**



**ADDENDUM TO THE  
REQUEST FOR PROPOSALS  
North Central Texas Council of Governments  
Deliverables-Based Information Technology Services**

**ADDENDUM NO. 1**

**DATE ISSUED: September 20, 2023**

**REQUEST FOR PROPOSALS NUMBER: 2023-069  
ORIGINAL RFP SUBMISSION DATE: September 15, 2023  
REVISED RFP SUBMISSION DATE: September 22, 2023**

RFP 2023-069, dated August 16, 2023, is hereby amended to incorporate in full text the following provisions:

**Proposal Due Date extended to September 22, 2023.**

**Questions and Answers**

194 questions were submitted for this project. For the consideration of Respondent's need to traditionally otherwise attach a full consideration and acceptance of them to their proposal, we instead refer Respondents to Public Purchase where they are listed at: <https://www.publicpurchase.com/gems/bid/questions/questionsBid?bidId=176746>

Craig Johnson  
Senior Purchasing Manager

---

**Proposers: Please acknowledge and return a copy of this Addendum with your proposal.**

COMPANY NAME: MCCi, LLC.

SIGNATURE: \_\_\_\_\_

**NOTE: Company name and signature must be the same as on the RFP documents.**

# ADDITIONAL INFORMATION



## 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<br>Managed<br>Support<br>Services | MCCi's<br>Process<br>Administration<br>Support 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.) <sup>+</sup> | ■                                        | ■                                                       | ■      |
| Remote access support through web conferencing service <sup>+</sup>                                                                            | ■                                        | ■                                                       | ■      |
| Access to product update version and hotfixes (Client Download) <sup>+</sup>                                                                   | ■                                        | ■                                                       | ■      |
| 24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums <sup>+</sup>                                               | ■                                        | ■                                                       | ■      |
| 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 migrations/upgrades<br>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 <sup>*</sup>                                                                      |                                          |                                                         | ■      |

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

<sup>\*</sup> 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.

<sup>\*\*</sup> **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 configuration 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 MIGRATIONS/UPGRADES**

Avoid MCCi's after-hours premium charge for server migrations and 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.

### **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)



## 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*

## ABBYY

|                                                                                                                                                | MCCi's<br>Managed<br>Support<br>Services | MCCi's<br>Process<br>Administration<br>Support Services |        |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|--------|
|                                                                                                                                                | 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.) <sup>+</sup> | ■                                        | ■                                                       | ■      |
| Remote access support through web conferencing service <sup>+</sup>                                                                            | ■                                        | ■                                                       | ■      |
| Additional System Settings Consultation                                                                                                        | ■                                        | ■                                                       | ■      |
| Annual Review of Administration Settings                                                                                                       | ■                                        | ■                                                       | ■      |
| Create/update users or groups, import profiles, or update batches                                                                              | ■                                        | ■                                                       | ■      |
| Editing ABBYY export script, import from Laserfiche, fields/variables within an existing project, or training                                  | ■                                        | ■                                                       | ■      |
| Dedicated Certified Professional                                                                                                               |                                          | ■                                                       | ■      |
| Proactive recurring consultation calls upon the Client's request                                                                               |                                          | ■                                                       | ■      |
| Annual Review of business process configurations                                                                                               |                                          |                                                         | ■      |
| Institutional Knowledge of Client's Solution                                                                                                   |                                          |                                                         | ■      |

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

<sup>\*</sup> Excludes the development of new integrations, large-scale development projects, and SQL queries.

**\*\* Hours:** MCCi allows clients to use their hours for a multitude of services, as long as 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 for the configuration of 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.
- 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 SYSTEM SETTINGS CONSULTATION

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

### 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.

### ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES

MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

### EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

### DEDICATED 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.

# ATTACHMENT A

# SAMPLE MASTER SERVICES

# AGREEMENT



## SAMPLE MASTER SERVICES AGREEMENT

This Master Services Agreement No. XXXX (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**."

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

### 1. **Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap, or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

### 2. **Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

### 3. **Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges, and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state, or local sales, use, excise,

privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

#### **4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire

any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable 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 an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. MCCi Personnel**

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of



Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### **8. Confidential Information**

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time

of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### **9. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title, and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up,

world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

#### **10. Data Privacy**

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "Personal Information" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

#### **11. Warranty**

##### **(a) Services Warranty.**

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, 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 cure any such deficiencies. After completing any such cure, 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.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

##### **(b) General Warranty.**

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "State

Data Protection Laws”), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## **12. Indemnification and Limitation of Liability**

Each Party (“**Indemnifying Party**”) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) to the extent caused by the Indemnifying Party.

### **(a) MCCi Indemnification.**

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

### **(b) Client Indemnification.**

If the Services require MCCi to access or use any third-party products provided or used by Client, 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 to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

### **(c) Indemnification Procedure.**

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the

indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

### **(d) Limitation of Liability.**

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

## **13. Insurance**

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and



Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

#### 14. **Notices**

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

|                                                                               |                      |
|-------------------------------------------------------------------------------|----------------------|
| <u>If to MCCi</u>                                                             | <u>If to Client:</u> |
| MCCi, LLC                                                                     | Client Legal Name    |
| 3717 Apalachee Parkway                                                        | Street Address       |
| Suite 201                                                                     |                      |
| Tallahassee, FL 32311                                                         | City, State, ZIP     |
| Attn: Legal Department                                                        | Attn: Client Contact |
| Email: <a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a> | Email: Contact Email |

#### 15. **Miscellaneous**

##### **(a) Third-Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (“EULA”), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

##### **(b) Use of Open-Source Code.**

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, “Open Source” shall mean any software or other Intellectual Property that is distributed or made available as “open-source software” or “free software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar “public” licenses.

##### **(c) Client Software Customizations.**

Client may choose to customize their software internally without MCCi’s help. MCCi is not responsible for any damages caused by Client’s customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

##### **(d) MCCi Software Configuration Services.**

Client may elect to contract with MCCi to configure Client’s software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

##### **(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

##### **(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

##### **(g) Excluded Parties List.**

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

##### **(h) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. “**Force Majeure**” means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

##### **(i) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit MCCi’s records to verify the accuracy of invoicing to Client.

In addition, should any of Client’s regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

##### **(j) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

##### **(k) Modification.**



This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(l) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(m) Dispute Resolution.**

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(n) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(o) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

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

**(p) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(q) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(r) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(s) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(t) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(u) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

*(Remainder of Page Intentionally Left Blank; Signature Page Follows)*

# ATTACHMENT B

## ASSUMPTIONS



# MCCi ASSUMPTIONS

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto: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) if 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 damages 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 to 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.

*[remainder of page intentionally left blank]*

# 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 RIO

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Federated Search\*
- Import Agent (if purchased)
- Directory Server (LFDS)\*<sup>†</sup>
- Workflow
- Forms\*
- Discussions\*
- Audit Trail

### LASERFICHE AVANTE

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Audit Trail (if purchased)
- Directory Server (LFDS)\*<sup>†</sup>
- Workflow
- Forms\*
- Import Agent (if purchased)

### LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Federated Search\*
- Directory Server (LFDS)\*<sup>†</sup>
- Import Agent
- Workflow (Professional/Business only)
- Forms\* (Professional/Business only)
- Audit Trail

*\*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

*<sup>†</sup>Required for all Rio and Avante systems and cannot be removed.*

**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 self-hosted 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. Self-hosted 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 self-hosted 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 self-hosted 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 self-hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual self-hosted 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. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then current policy at the time of occurrence.

## **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.



# LASERFICHE CLOUD ASSUMPTIONS

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

## REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

## LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud 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 bundled Laserfiche 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. Laserfiche 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
- Continued access to Client's Laserfiche solution

### POLICIES

- Laserfiche Cloud 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. This is not contingent upon a completed implementation.
- 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 4 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.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

| Cloud Renewal Cancellation Timeframe    | Cancellation Fee     |
|-----------------------------------------|----------------------|
| 30+ days before the renewal date        | No Fee               |
| 1-30 days before or on the renewal date | 10% Cancellation Fee |
| 1-30 days after the renewal date        | 50% Cancellation Fee |
| 30+ days after the renewal date         | Non-Refundable       |

## OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

## DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

## 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 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.

*[remainder of page intentionally left blank]*

# MANAGED CLOUD ASSUMPTIONS

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

## REQUIREMENTS

Managed Cloud, as with all cloud-based services, requires sufficient internet bandwidth (both upload and download) to ensure an acceptable experience for end users. Client is responsible for ensuring internet bandwidth sufficient for Client's environment (site locations and number of users).

## SUBSCRIPTION TERM

Subscriptions for Managed Cloud are for one (1) year periods ("**Term**") and can be prorated longer to match other solution support/subscription renewal dates. The subscription term will begin once the Azure environment has been activated. This is not contingent upon a completed implementation. Client is still responsible to adhere to the Microsoft terms of service (e.g., EULA, AUP, etc.).

### FEE INCREASES:

- Adjustment to fees related to an increase in the level of service requested/authorized by Client will be made at the time of such changes in service becoming available to Client.
- MCCi will not increase fees more than once over a 12-month period.
- **Third-Party License Fees:** In the event that a third-party license provider increases the fee they charge MCCi for Client's use of such license, we will increase Client's fees by the same percentage amount, provided we notify Client in writing at least 90 days before the effective date of the price increase.

## LATE PAYMENT POLICY

- If payment is not received before Client's renewal date, Client's Managed Cloud subscription will expire. Please allow up to five (5) business days for MCCi to process payment.
- If Client's Managed Cloud subscription is expired for 30 days or more, Client's service will be suspended, and Client will have no access to Client's Managed Cloud environment.
- If Client's Managed Cloud subscription is not paid after 60 days of Client's renewal date, Client's account will be terminated and Client's data deleted.

## REINSTATEMENT FEES

- After Client's Managed Cloud subscription has expired, MCCi will move Client's renewal date to date paid, inclusive of applicable reinstatement fees.
- Reinstatement Fees = 20% of Annual Subscription

## AZURE HOSTING

MCCi offers its Managed Cloud service with Azure hosted infrastructure, as well as fully Managed Service options, all through its partnership with Azure.

Client acknowledges the following terms, conditions, and limitations (and accepts that MCCi's liability and responsibility is limited by the following):

- Client shall have no rights against Azure in connection with the Infrastructure as a Service (IaaS) sold by MCCi.
- Client agrees to abide by the Microsoft license terms: <https://azure.microsoft.com/en-us/support/legal/>.
- MCCi does not promise that the services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client's privacy, client data, confidential information, and property.
- MCCi has no liability for loss of data to the extent the data has changed since the last backup as defined in the Order.

- **Prohibition of high-risk use:** Client may not use the Managed Cloud service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Client may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

#### **AZURE TERMS OF SERVICE:**

Client agrees to abide by the Azure service terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

## **IP ADDRESSES**

The IP addresses allocated to Client's Hosted System during the term of the Agreement are managed by MCCi, and MCCi will retain these IP addresses after termination of the Order, meaning that they may not be transferred or utilized by Client after termination of the Order.

## **SECURITY**

MCCi will use every reasonable effort to prevent the unauthorized access, use or disclosure of client data and direct client information located on MCCi servers, including the implementation of industry-standard measures designed to maintain the security of such data. Client acknowledges, however, that MCCi cannot guarantee the security of such data given the nature of the Internet.

## **BACKUP & DATA RESTORATION SERVICES**

### **SCHEDULE**

- Daily snapshot of all VM OS and attached storage disks.

### **RESTORATION**

- Client may receive assistance to restore data which is may have been lost as a result of its own actions. Additional fees may apply.

## **DATA MIGRATION SERVICES**

Existing clients may receive assistance to migrate data from their existing servers. Since each client's needs are different, this migration will be quoted separately and is not included in MCCi's standard packages.

Should Client choose to move away from their Managed Cloud hosted environment, additional costs will apply for MCCi to assist with the data migration.

## ABBYY ASSUMPTIONS

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

### HARDWARE REQUIREMENTS

- Client is responsible for ensuring they meet the recommended hardware requirements. Client must have SSL certificates configured.

### ABBYY END USER LICENSE AGREEMENT (EULA)

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

### ABBYY SUPPORT, MAINTENANCE AND UPGRADE ASSURANCE SERVICES (SMUA)

- Ensures Client's product always perform at optimum levels
- Provides access to a personal team of dedicated product specialists
- Provides 1<sup>st</sup> Tier Support from MCCi (provided remotely through GoToMeeting)

These services apply to patches, updates, version upgrades and verified defects for supported products as noted in annual software licensee services agreement.

### ABBYY SOFTWARE

- Client understands that the accuracy of the output when using Capture Software such as ABBYY, is dependent upon the quality of source records and that is highly unlikely to be 100% accurate.

*[remainder of page intentionally left blank]*

## ONESPAN ASSUMPTIONS

*To determine which licenses are applicable, please refer to the [Pricing](#) section. Client's specific implementation may not include all features below.*

### TRANSACTIONS

One (1) transaction can include up to 10 documents. Additional documents will result in an additional transaction. If a client exceeds their subscribed transaction total, Client will be charged at the same rate for the additional transactions.

### ALIGNMENT WITH RENEWAL

If Client desires for the OneSpan subscription to align with an existing MCCi renewal, a minimum of 12 months support is required. For example, if Client's renewal date is three (3) months away, 15 months support will be billed. The OneSpan renewal will be invoiced separately from other solution renewals.

*[remainder of page intentionally left blank]*