CHANGE ORDER NUMBER 01 TO MCCI SERVICES ORDER- QUOTE 28296

This is Change Order Number 01 ("CO") to MCCi Services Order – Quote 28296 ("Order") dated 08/25/2023 by and between MCCi, LLC ("MCCi") and City of Doral ("Client"). MCCi and Client may be referred to individually as a "Party" or collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Order.

The Parties desire to amend the Order as follows:

Order Date	Document Title	Summary				Financial Impact	
08/25/2023	Quote 28296	MCCi Services-Statement of Work					\$29,373.75
4/4/2024	Change Order 01	Add OMNIA Contract 01-162 to the order.			014144		\$0.00
		Order 01	Service Description:	Qty.	Unit Cost	OMNIA - NCPA 01- 162	Total
		MCCi PROFESSIONAL SERVICES - STATEMENT WORK ☑ Repository Creation and Data Migration Please see detailed Exhibit A: Statement of Work (SOW). Professional Services Subtotal		\$41,962.50	\$39,864.38	\$39,864.38 \$39,864.38	
		☑ One-Time Services Discount	1			(\$10,490.63)	
			GRAND TOTAL - ONE-TIME SERVICES				\$29,373.75
		TOTAL LASERFICHE PROJECT COST				\$29,373.75	
					Cumul	ative Totals	\$29,373.75

All other terms to the Order remain unchanged.

IN WITNESS WHEREOF, the parties have caused this CO be signed by their respective duly authorized representatives as of the date last written below:

MCCi, LLC	CITY OF DORAL
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

MCCi SERVICES ORDER

Quote 28296 (the "**Order**") is entered into as of ______, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

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

MCCi, Ll	.C ("MCCi")	
Signed:	E-200-28 11:13:40 GMT	
Name: _	Victor D'Aurio	
Title:	Chief Operating Officer	
Date:	August 28, 2023	

Signed:

Name: Jole Ofens Title: #T Directon Date: 8/25/2023

PRICING: MCCi SERVICES

Tallahassee, FL 32311 850.701.0725 850.564.7496 fax	<u>Kyle</u> cc AP Contact: pr	Bill /Ship to: F Abraham@cit ocurement@ct	yofdoral.com
Client Name: City of Doral Client Address: 8401 NW 53 Terrace, Doral, FL 33166 Quote Number: 28296 Order Type: Services		Quote Date:	: July 27, 2023
Service Description:	Qty.	Unit Cost	Total
 MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK ✓ Repository Creation and Data Migration Please see detailed Exhibit A: Statement of Work (SOW). 	1	\$41,962.50	\$41,962.50
Professional Services Subtotal			\$41,962.50
✓ One-Time Services Discount (Expires September 30, 2023))		(\$12,588.75)
GRAND TOTAL - ONE-TIME SERVICES			<i>\$29,373.75</i>
TOTAL LASERFICHE PROJECT COST			\$29,373.75

All Quotes Expire 30 Days from Quote Date

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

SALES TAX

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

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
Professional Services:	Defined in Statement of Work
Statement of Work	

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

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (<u>support@mccinnovations.com</u>), 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.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

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

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

Exhibit A: Statement of Work

City of Doral

Repository Creation and Data Migration

Issued: July 27, 2023 Valid for 30 days



STATEMENT OF WORK ("SOW")

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

BACKGROUND

Client has stated the need to create a new repository and migrate all Energov related data to that repository. This will achieve organization and efficiency moving forward.

PROJECT OBJECTIVES

- Project Kickoff and Project Staging
- Project Discovery and Requirements Gathering
- Repository Creation
- Repository Configuration
- Data Migration
- Alpha Testing and User Acceptance Testing (UAT)
- Solution Acceptance & Project Closeout
- 30-Day Post-Implementation Configuration Assistance

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCI SINGLE POINT OF CONTACT
Repository Creation and Data Migration	TBD	Ana Teixeira

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Cabo Voung	Solutions	avound@mssinnovations.com	850-701-0725 ext. 1747
Gabe Young	Engineer	gyoung@mccinnovations.com	850-701-0725 ext. 1747

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Connie Diaz	City Clerk	Connie.Diaz@cityofdoral.com	305-593-6730
Eylin Fernandez	IT Director	Eylin.Fernandez@cityofdoral.com	305-593-6725 ext. 1715

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Connie Diaz	City Clerk	Connie.Diaz@cityofdoral.com	305-593-6730
Kyle Abraham	System Analyst	Kyle.Abraham@cityofdoral.com	305-593-6625 ext.1711

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Project Staging	 Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Asana Project: MCCI Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.
#2: Project Discovery and Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3-#6.
#3: Repository Creation	Milestone Description: MCCi will create a new repository (DoralCH) to house all non- Energov related data. This data will come from the original repository (Doral) from folders named "City Clerk", "Human Resources", "IT" and "Parks and Rec".
	 CLIENT DELIVERABLES Client will be responsible for creating a blank SQL Database pointing to the new repository (DoralCH) MCCI DELIVERABLES Create one (1) repository in one (1) environment on client's current Laserfiche Rio system Perform basic software deployment testing Set root-level security EXCLUSIONS Configuring business routing logic Restructuring metadata Determining Records Management settings Cleaning up existing documents Configuring automated security Installing software Migrating Laserfiche system or MS SQL to new Windows Servers Migrating existing Laserfiche environment/applications to new environment Installing and configuring failover clusters or load balancing Configuring servers in DMZs
#4: Repository	 MCCI is not responsible for SQL Database creation in regards to this milestone. Milestone Description: MCCi will configure the new repository created and
Configuration	described in milestone #3. MCCI will perform basic setup and configurations to house the data being migrated from the original repository(Doral).
	 CLIENT DELIVERABLES Define each user and group necessary to access Laserfiche Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

	MCCi DELIVERABLES
	 Provide requirements gathering
	 Create up to two (2) folder structures that consist of three (3) tiered levels
	 Create up to two (2) Laserfiche templates with up to seven (7) fields each
	 Create up to two (2) Laserfiche User Groups
	 Set entry access security for up to two-level
	 Conduct one (1) session (three (3) hours total) of remote "train the trainer"
	training on repository configuration overview.
	 The file structure will keep the same names as defined in Milestone #3. "City
	Clerk", "Human Resources", "IT" and "Parks and Rec".
	EXCLUSIONS
	MCCi is not responsible for the following:
	Configuring business routing logic
	 Restructuring metadata
	 Determining Records Management settings
	 Cleaning up existing documents
	 Configuring automated security
	 Configuring workflows
#5: Data Migration	Milestone Description: MCCi will conduct a data migration from the original
	repository(Doral) to the new repository(DoralCH) described in milestone #3 in order
	to separate Energov related data with city related data. This effort will better organize
	client's data.
	CLIENT DELIVERABLES
	 Provide SMEs (Subject Matter Experts) to define exact folders, documents, and
	other relevant data to be migrated
	MCCi DELIVERABLES
	 MCCL will take folders, documents and data as defined in Client Deliverables
	above and migrate that data to the new repository (DoralCH) as outlined in
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#6: Alpha Testing and	 above and migrate that data to the new repository (DoralCH) as outlined in milestone #3. At the time of the creation of this SOW approximately 1515gb of data will be migrated to the new repository. The folders with data to be migrated are named, "City Clerk", "Human Resources", "IT" and "Parks and Rec", Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types) EXCLUSIONS Configuring business routing logic Restructuring metadata Determining Records Management settings Cleaning up existing documents within the repository Configuring automated security
User Acceptance	 above and migrate that data to the new repository (DoralCH) as outlined in milestone #3. At the time of the creation of this SOW approximately 1515gb of data will be migrated to the new repository. The folders with data to be migrated are named, "City Clerk", "Human Resources", "IT" and "Parks and Rec", Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types) EXCLUSIONS Configuring business routing logic Restructuring metadata Determining Records Management settings Cleaning up existing documents within the repository Configuring automated security MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance
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User Acceptance	 above and migrate that data to the new repository (DoralCH) as outlined in milestone #3. At the time of the creation of this SOW approximately 1515gb of data will be migrated to the new repository. The folders with data to be migrated are named, "City Clerk", "Human Resources", "IT" and "Parks and Rec", Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types) EXCLUSIONS Configuring business routing logic Restructuring metadata Determining Records Management settings Cleaning up existing documents within the repository Configuring automated security MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance
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#8: 30-Day Post-	MCCi Project Team will continue to be available for 30-days [or Not to Exceed 10
Implementation	hours] after System Handoff. This time should be leveraged by Client for minor
Configuration	modifications, assistance with deployment, strategy meetings, etc.
Assistance	
EXCLUDED	

GENERAL

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

SOW ASSUMPTIONS

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

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may
 result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful
 performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering

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

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater.
 Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

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

GENERAL EXCLUSIONS

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

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

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

ROLES & RESPONSIBILITIES

SENIOR PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project. Senior Project Manager will be PMP Certified or equivalent experience.

PROJECT MANAGER

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

SYSTEM ENGINEER

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

DEVELOPER

Responsible for the design, development, coding, testing, and debugging of applications.

SOLUTIONS ARCHITECT

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

SENIOR SOLUTIONS ARCHITECT

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions. Senior Solutions Architects have 6+ years of experience in this role.

SOLUTIONS ENGINEER

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

PROJECT COORDINATOR

Responsible for facilitating projects through communication, documentation, scheduling, and other coordination activities.

PROGRAM MANAGER

Responsible for overseeing overall engagement and relationship success through project review, resource management and assistance, stakeholder escalation, roadmaps, and other program management activities.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

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

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off	\$2,937.38
Achievement of Milestone 1	\$7,343.44
Achievement of Milestone 2	\$7,343.44
Achievement of Milestone 3	\$7,343.44
Project Close - Final Acceptance	\$4,406.05
Total:	\$29,373.75

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

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

ISSUE ESCALATION

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

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

LASERFICHE EXPANSION ORDER

Quote 31338 (the "**Order**") is entered into as of ______, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

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

MCCi, LLC ("MCCi")	CITY OF DORAL ("Client")
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

PRICING: LASERFICHE

Struct Nerver Circuit Devel	cc		Kyle.Abraham@c procurement@c	<u>cityofdoral.com</u>
Client Name: City of Doral Client Address: 8401 NW 53 Terrace, Doral, FL 33166 Quote Number: 31338 Order Type: Expansion			Quote Date	: April 15, 2024
Product Description:	Qty.	Unit Cost	OMNIA - NCPA 01-162	Total
CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE✓✓Laserfiche Avante Additional Repository for MS SQLLaserfiche Software Subtotal	1	\$1,000.00	\$930.00	\$930.00 \$930.00
GRAND TOTAL - ONE-TIME SOFTWARE				\$930.00
Product Description:	Qty.	Unit Cost	OMNIA - NCPA 01-162	Annual Total
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC✓Laserfiche Avante Additional Repository for MS SQLLaserfiche Annual Recurring Software Support Subtor	1 tal	\$200.00	\$200.00	\$200.00 <i>\$200.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCR	IPTION			\$200.00
✓ Laserfiche Recurring Annual Support Proration for 11	Month			(\$16.67)
TOTAL LASERFICHE PROJECT COST	wonth			(\$10.07) \$1,113.33
To ME ENSERT CHE PROJECT COST				+ 1, 1 10.00

All Quotes Expire 30 Days from Quote Date

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

RECURRING SERVICES

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

SALES TAX

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

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

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

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

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

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

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (<u>support@mccinnovations.com</u>), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the six (6) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

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.

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, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) 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
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

Order - MLA version 2021.08

LASERFICHE ASSUMPTIONS

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

LASERFICHE END USER LICENSE AGREEMENT (EULA)

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

LASERFICHE SOFTWARE SUPPORT PLAN

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

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

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

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy.
 To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support
 issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche onpremises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

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

LASERFICHE SOLUTION PROVIDER OF RECORD

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