LASERFICHE PLATFORM UPGRADE ORDER

| Quote 37881 (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 BURLINGAME ("Client") | | | |
| | Signed: | Signed: | | | |
| | Name: | Name: | | | |
| | Title: | Title: | | | |

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 850.701.0725 850.564.7496 fax Bill /Ship to: Meaghan Hassel-Shearer

mhasselshearer@burlingame.org

cc AP Contact: mhasselshearer@burlingame.org

Client Name: City of Burlingame Quote Date: September 15, 2025

Client Address: 501 Primrose Road, Burlingame, CA 94010

Quote Number: 37881

Order Type: Platform Change

| Product Description: | | | Unit Cost | OMNIA - NCPA 01-162 | Annual Total | |
|---|---|----------|----------------|------------------------|--------------|--|
| LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC | | | | | | |
| V | Laserfiche Cloud Business User Subscription (25-49 Users) | 36 | \$1,115.00 | \$1,081.55 | \$38,935.80 | |
| V | Laserfiche Cloud Participant User Subscription (10- 199 Users) | 53 | \$126.00 | \$122.22 | \$6,477.66 | |
| \checkmark | Laserfiche Cloud Records Management Subscription | 1 | Included* | Included* | Included* | |
| V | Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack) | 1 | Included* | Included* | Included* | |
| \checkmark | Laserfiche Cloud Direct Share, Up to 200MB | 1 | Included* | Included* | Included* | |
| $\overline{\checkmark}$ | Laserfiche Cloud Advanced Audit Trail Subscription | 1 | Included* | Included* | Included* | |
| \checkmark | Laserfiche Cloud Unlimited Public Portal | 1 | Included* | Included* | Included* | |
| $\overline{\checkmark}$ | Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month) | 1 | Included* | Included* | Included* | |
| \checkmark | Laserfiche Cloud Storage (100 GB) Subscription | 10 | \$315.00 | \$305.55 | \$3,055.50 | |
| \checkmark | Smart Fields (Up to 50,000 Extractions Per Year) | 1 | Included* | Included* | Included* | |
| \checkmark | Laserfiche Cloud SDK Subscription | 1 | Included* | Included* | Included* | |
| | Laserfiche Annual Recurring Subscription Subtotal | | | | \$48,468.96 | |
| MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION | | | | | | |
| V | MCCi Process Administration Support Services for Laserfiche (MPASS) Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term. | 1 | \$3,780.00 | \$3,780.00 | \$3,780.00 | |
| | MCCi's Learning Management System (LMS) for Laserfiche Cloud (25-49 Users) | 1 | \$2,840.00 | \$2,840.00 | \$2,840.00 | |
| \checkmark | MCCi SLA for Laserfiche (25-49 Users) | 1 | \$2,500.00 | \$2,250.00 | \$2,250.00 | |
| | MCCi Supplemental Support Services Annual Recuri | ring Sul | bscription Sul | btotal | \$8,870.00 | |

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION

\$57,338.96

| Ser | vice Description: | Qty. | Unit Cost | OMNIA - NCPA 01-162 | Total |
|--|--|------|--------------|------------------------|--------------------|
| MC | CI PROFESSIONAL SERVICES - STATEMENT OF WORK | | | 71077107 | |
| $\overline{\checkmark}$ | Laserfiche Cloud Migration Project Please see detailed Exhibit A: Statement of Work (SOW). | 1 | \$28,000.00 | \$26,600.00 | \$26,600.00 |
| | Professional Services Subtotal | | | | <i>\$26,600.00</i> |
| GR/ | AND TOTAL - ONE-TIME SERVICES | | | | \$26,600.00 |
| EXIS | STING LASERFICHE SOFTWARE SUPPORT CREDIT | | | | |
| $\overline{\mathbf{V}}$ | Laserfiche Avante Server for MS SQL with Workflow | -1 | | | |
| ✓ | Laserfiche Avante Named Full User with Web Access | -90 | | | |
| <u> </u> | Laserfiche Avante Standard Audit Trail | -90 | | | |
| $\overline{\mathbf{V}}$ | Laserfiche Avante Forms Professional | -90 | | | |
| $\overline{\checkmark}$ | Laserfiche Avante Digital Signatures | -90 | | | |
| <u></u> | Laserfiche Avante Standard Public Portal | -1 | | | |
| <u></u> | Laserfiche Avante Forms Portal | -1 | | | |
| $\overline{\mathbf{V}}$ | Laserfiche Avante Quick Fields | -3 | | | |
| $\overline{\mathbf{A}}$ | Laserfiche Avante Zone OCR and Validation Package | -3 | | | |
| $\overline{\checkmark}$ | Laserfiche Avante Barcode and Validation Package | -3 | | | |
| $\overline{\checkmark}$ | Laserfiche Avante Import Agent | -1 | | | |
| | Laserfiche Integration with DocuSign for Laserfiche Avante | -1 | | | |
| $\overline{\checkmark}$ | Laserfiche Software Support Credit Proration | 1 | | | |
| $\overline{\checkmark}$ | Existing Laserfiche Software Support Credit Total | | | | (\$11,509.29) |
| GR/ | AND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT | | | | (\$11,509.29) |
| | | | | | |
| ☑ Partner Honored One-Time Discount - 2025SBLED | | | (\$7,391.93) | | |
| ☑ 2025 Welcome Aboard Promotion for First Year of LMS | | | | (\$2,840.00) | |
| TOTAL LASERFICHE PROJECT COST | | | | \$62,197.73 | |
| ESTIMATED GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION - Year 2 | | | | \$60,205.91 | |
| ESTIMATED GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION - Year 3 | | | | \$63,216.20 | |

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.

SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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 Support/Subscription, and Supplemental Support Services | Initial Sale: Upon delivery of software or activation of the subscription Annual Renewal: 75 days in advance of expiration date |
| Professional Services: Statement of Work | Defined in 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.

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 Managed Support Services | Pro Admini | Ci's cess stration 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.)+ | | | |
| Remote access support through web conferencing service † | | | |
| Access to product update version and hotfixes (Client Download) ⁺ | | | |
| 24/7 access to the Laserfiche Support Site and Laserfiche Answers | | | _ |
| discussion forums ⁺ | - | _ | - |
| 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 upgrades | | | |
| 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* | | | |
| Dasic Javascript, CSS, and Calculations for Laserfiche Forms | | | |

^{*} Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

- * 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.
- **** 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 configure 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 UPGRADES

Avoid MCCi's after-hours premium charge for 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.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

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
 - Cloud Applications

^{*}The LMS subscription gate is based on Laserfiche user counts

^{*}Full SLA document is available upon request

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

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

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 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 twelve (12) 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.

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 <u>is</u> 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 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.

- 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.



Exhibit A: Statement of Work

City of Burlingame

Laserfiche Cloud Migration Project

Prepared By:

Pete Herschelman

Date:

September 16, 2025

(877) 790-1600

www.ecsimaging.com

Scope of Work

Professional Services and Licensing

Refer to quote for cost details.

Solution Requirements

This implementation consists of the following:

(INS.03) New Laserfiche Cloud Configuration

Includes initial setup of the new Cloud account and initial user configuration for repository access to a new repository.

(INS.10) Complex Self-Hosted to Cloud Migration, 400GB+ (Repository with Existing Business Processes)

Includes existing environment assessment, business process migration feasibility review, and recommendations. Includes migration of existing repository documents and metadata, users and groups, and security. Includes automatic OCR once in the Cloud repository. Includes collaboration with Laserfiche corporate for large data migration. Includes migration and revision of business processes (workflows, forms, Quick Fields or Import Agent sessions) required for production. Complex business processes may require additional services and will be determined during the initial assessment. If customer has WebLink, basic customization for internal or external WebLink is included (included organizations colors, logo, and folders).

NOTE: Includes Professional Services for Workflow and Forms migration and reconfiguration. 3.6TBs of data to be migrated.

Workflows - Move to Cloud

(1) Capital Improvement Projects - Auto-File (2) CD - PDF to TIFF Generate pages (3) City Attorney Tag Assignment (4) ComDev - Auto-File (5) ComDev - Delete Electronic Document (6) DPW - PDF to TIFF Generate pages (7) DPW - Sewer Lateral Certificate – Calculate (8) DPW - Sewer Lateral Certificates – Changed (9) PRR Move to Archive (10) Public Works - CIP and Corp Yard Auto-File

Forms - Move to Cloud

(1) Block Party Permit (2) Business License (3) Business License Renewal (4) Claim Form (5) Commercial Utility Services (6) Employee Travel Reimbursement (7) Grant Funding (8) PAF - Human Resources (9) Parking Permit (10) Planning Application (11) Project Application - Planning Division (12) Public Records Request (13) Recreation Scholarship App. (14) Residential Utilities Application (15) Street and Public Right of Way Permit (16) Tree Permit - Commercial (17) Tree Permit - Residential (18) Email Lookup (19) External Lookups

(TRN.04) Administration Training

Includes one training session, including preparation time, focusing on administrative features, their operations, and the recommended best practices for managing them. Estimated duration of training: 2 hours.

(TRN.09) Refresher and New Features Training

Includes one training session, including preparation time, focused on new refresher material and new features. Estimated duration of training: 1 hour.

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(CUS.04) Custom 3rd Party Integration

Includes custom defined requirements for an integration between a 3rd party platform and Laserfiche.

NOTE: Reconfiguration of the Comm Dev - Laserfiche Integration

(PSM.06) Project Requirements Scoping and Initial Assessment

Includes project requirements scoping and documentation in preparation for project implementation.

(PSM.03) Project Status Meetings (Complex)

Includes 16, 30-minute project status meetings organized and facilitated by the project manager with the solutions engineer.

(PSM.07) Project Management and Process Documentation

Includes project team time to provide mandatory meetings such as requirements gathering and demo meetings, and mandatory project documentation such as Scope and Requirements, Business Requirements Document, Testing Instructions and a Process Flowchart.

Project Management Methodology

Our scope of services includes a dedicated team consisting of a project manager overseeing standard project tasks, certified technical engineers to develop the solutions, and your customer success consultant ensuring success throughout the implementation. Additionally, our executive team oversees all projects from a high level to provide leadership and insights throughout the project. The following outlines the MCCi methodology for implementation and is based on PMBOK guidelines published by the Project Management Institute.

- **Step I: Requirements Analysis -** Gather and confirm project oriented requirements.
- **Step 2: Planning -** Define the formal work plan, checkpoints and milestones for the project.
- Step 3: Design Design every aspect of the system in a design specification document.
- **Step 4: Build -** Build the solution according to the design specification.
- **Step 5: Test -** Test and validate the solution for functionality, performance and design, according to the specification.
- **Step 6: Revise -** Revise the solution per testing results and conform to design specification.
- **Step 7: Rollout -** Launch the solution, supported with communication, training, specific documentation, and post go-live 30 day project support.

Customer - Specific Tasks and Responsibilities

For every implementation, there will be organization specific tasks and responsibilities necessary to complete this project. These tasks and responsibilities (where applicable) include but are not limited to:

- Provide appropriate hardware per MCCi recommendations for the Laserfiche environment (Selfhosted only)
- Provide VPN (unattended) or remote access (attended access) to the organization's local Laserfiche environment
 - Laserfiche application server(s)
 - Includes test environment(s), public facing DMZ server(s)
 - SQL server(s) (Laserfiche instance)
 - Laserfiche repository and volume location(s)

- Source servers for database lookups, conversions, migrations
- Development workstation(s) (Conversions/migrations only)
- Provide network login credentials (AD account)
- Set login credentials to expire after the completion of the project
- Provide necessary SSL Certificates for web servers (for Web Client and WebLink Public Portal)
- Identify the primary contact for issues with login credentials
- Provide timely responses (within 3 business days) to communication requests from MCCi for business process requirements, solution revisions, solution testing, and solution sign off.

Project Duration

The total project duration is dependent on several factors including but not limited to resource availability, any delays in requirements, hardware limitations, scheduling, and other factors from both MCCi and the Client. The project duration will be assessed at the time of the project kickoff meeting in conjunction with the needs assessment and the development of the detailed project plan.

Solution Revisions

Unless separate requirements are defined prior to the start of this implementation, this project includes two (2) revision rounds for each business process. Typical revision rounds include:

- Revisions to the business process solution that require a reassessment of the business process function itself (i.e., Adding a new approval branch to a routing workflow)
- Revisions to the business process solution that require a functional change in how the solution is designed (i.e., Modifying a LF form with JavaScript to satisfy custom formatting)

Items Out of Scope

The scope of this project does not include the following:

- MCCi acquisition of server or workstation hardware
- Costs associated with troubleshooting OS or hardware issues related to the workstations or servers
- Resolving any issues not related to Laserfiche, including but not limited to Windows permissions, network permissions, network hardware, server or client hardware, or other 3rd party infrastructure hardware or software
- Resolving issues caused by unauthorized changes made by Client staff on the MCCi-built solution(s) in active development. Client agrees to seek and receive approval by the Client and MCCi Imaging project team stakeholders prior to any changes to an MCCi-built solution until handoff of the solution to the Client has been completed.
- Any services not explicitly defined in the statement of services

*Any items out of scope will be considered as separate labor from the services agreed upon for this project and may require additional approval and review before proceeding. The project's primary requirements take precedence over any additional items requested that are out of scope to maintain the project timeline and ensure deliverable expectations are met.

Project Go-Live Support

Unless separate terms are defined prior to the start of this implementation, this project has a standard go-live support period of 30 calendar days from the time the project solution goes live in production*. During this time, the project team responsible for the implementation will be available to assist with any questions. At the end of this 30-calendar day period, the project will be subject to closeout.

*Live in production is defined by the following:

- All emails are sent to the live process users / approvers.
- All processes are pointed to production folders.
- All testing data has been removed.
- All processes are in the production environment.

Payment Milestones

Professional Services

Unless separate terms are defined prior to the start of this implementation, paid professional services projects are billed 75% at project initiation with remaining services billed per milestone.

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.
- 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 a 10-business-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. Unattended access requires the following:
- Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
- Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
- A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
- A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
- Failure to provide this access will result in a Change Order increasing the cost to Client and 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 during standard business hours.
- 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.
- MCCi is not responsible for anything not expressly included in this SOW.

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.

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.

Development

The MCCi Common Web Service for Laserfiche API (CWSAPI), if provided, is delivered "as-is". MCCi may advise how to make functional calls to the web service. New functions or changes to existing functions are not included in the scope of this project. Use of the CWSAPI requires appropriate Laserfiche user licensing through named users or a Laserfiche keyed integrator license.

Data Migration

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.

- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- Client will provide necessary hardware to store/process migration data.
- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.
- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.
- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.
- MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats, or other errors that are not controllable by MCCi.
- Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this SOW.
- MCCi is not responsible for maintaining a copy of the original data, or a copy of the converted data.
- OCR is not included. Client will be able to OCR the records internally once the migration process is complete.
- Documents from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this SOW. Files that are encrypted will not be migrated.