



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-02-23 (1)

**Date:** February 23, 2022  
**To:** THA Board of Commissioners  
**From:** April Black  
Executive Director  
**Re:** Laserfiche Document Management System and CDI Hosting Services Contracts

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*This resolution would authorize the Executive Director to enter into a contract with Compulink Management Center, dba Laserfiche for a document management system, and a contract with Cities Digital Inc., dba CDI for cloud hosting services for the Laserfiche document management system. Both contracts to be executed in the form and substance of the attached contracts.*

### Background

In 2018, THA began researching document management systems to improve our structure and retrieval of documents used and generated in the daily work of the agency. Progress on this effort was delayed due to staffing capacity and other demands on the agency. In 2020, IT rebooted this effort and conducted deeper research and demonstration of three different document management/electronic management systems. These included Hyland/On Base, MFiles, and Laserfiche. In 2020, the Cabinet/Leadership Team approved moving forward with Laserfiche. Again, staffing capacity and other demands delayed our implementation, but, in conjunction with the Yardi implementation, with Laserfiche serving as Yardi's document store, we are now prepared to enter into a contract with Compulink Management Center, dba Laserfiche for the software licenses and Cities Digital, Inc., dba CDI for hosting the system in the cloud.

The term for this Laserfiche Contract will be three (3) years. The year 1 software, maintenance and implementation services fee will be not to exceed \$203,272.00. For years 2 and 3, the annual maintenance fees will be \$31,212. The CDI contract will be a one-year contract, renewed annually, and the amount will be \$47,220.

### Recommendation

Approve the Executive Director entering into a contract with Compulink Management Center dba Laserfiche and Cities Digital Inc., dba CDI.



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-02-23 (1)

### (Laserfiche Document Management System and CDI Hosting Services Contracts)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS**, The Housing Authority of the City of Tacoma (“Tacoma Housing Authority” or “Authority”) has substantial needs for application software for document management, all to better serve its low and moderate-income housing community and other services through the various programs administered by the Authority; and

**WHEREAS**, The Authority has engaged in a multi-year effort to identify and procure necessary system software, cloud services, support and training, including installation, maintenance and service of hardware and software. That effort has included evaluation by Authority-wide personnel of many vendors, services and programs, and government service providers under federal and local programs; and

**WHEREAS**, The Authority may contract under governmental joint purchasing programs; and

**WHEREAS**, The Authority is using the Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) for this procurement; and

**WHEREAS**, Additional terms have been negotiated using the services of our legal team at Foster Garvey, including counsel specializing in SaaS contracts; and

**WHEREAS**, The costs associated with both of these contracts are budgeted for 2022; now, therefore, be it

***Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:***

Approve the Executive Director entering into a contract with Compulink Management Center, dba Laserfiche and Cities Digital Inc., dba CDI.

**Approved: February 23, 2022**



Stanley Rumbaugh, Chair



**TECHNOLOGY SOLUTION CONTRACT  
BETWEEN THE  
TACOMA HOUSING AUTHORITY  
AND  
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE  
CONTRACT NUMBER 2020-028-WA053**

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between Tacoma Housing Authority, located at 902 South L Street, Tacoma, WA 98405-4037 hereinafter referred to as "Agency" and the below named firm, hereinafter referred to as "Contractor."

**Contractor Name:** Compulink Management Center, Inc., a California corporation  
d/b/a Laserfiche

**Address:** 3443 Long Beach Blvd.

**City, State ZIP:** Long Beach, CA 90405

**Phone:** (800) 985.8533

**Email:** [notices@laserfiche.com](mailto:notices@laserfiche.com)

**WHEREAS**, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and

**WHEREAS**, Agency has determined that entering into this Technology Solution Contract with Contractor shall meet Agency's needs; now, therefore,

**IN CONSIDERATION** of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, Agency and Contractor agree as follows:

**1. Term**

The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. Agency shall have the sole discretion and option to extend this Technology Solution Contract.

Agency reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

**2. Price Schedule and Fees**

Total compensation payable to Contractor for products purchased shall not exceed \$203,272.00 as shown in schedule A.

The Contractor's Quote No. 937914v.1 dated 1/6/2022 shall be attached and incorporated herein as Schedule A. A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

*(note: the total cost of product/software/maintenance, implementation services, and applicable taxes will not be greater than the total "not to exceed" amount. Additional products, software, maintenance,*

and services should be purchased with an amendment to this Technology Solution Contract and increase the total "not to exceed" amount of this contract.)

### 3. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Compulink Management Center, Inc. d/b/a Laserfiche 3443 Long Beach Blvd., Long Beach, CA 90807 Phone : 800-985-8533 Email Address: sales@laserfiche.com	Aaron Tripp Tacoma Housing Authority 902 South L Street, Tacoma, WA 98405-4037 Phone: (253) 207-4400 Email Address: atripp@tacomahousing.org

### 4. Billing

The Contractor shall submit properly itemized invoices to the Agency accounts payable:

Tacoma Housing Authority

Attn: Accounts Payable

902 South L Street, Tacoma, WA 98405-4037

or

via email: atripp@tacomahousing.org

Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

The Contractor shall submit a monthly invoice to the Agency for services performed in the previous calendar month in a format acceptable to the Agency. The Contractor shall maintain time and expense records and provide them to the Agency upon request. Invoices for Fixed-Fee Engagement Based on Completion of Milestones shall be submitted as provided for in the payment plan described in Schedule B.

The Agency will pay timely submitted and approved invoice received before the 20<sup>th</sup> of each month within thirty (30) days of receipt.

### 5. Assurances



Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

#### **6. Modifications**

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

7. Section 9.2 of the Master Contract with respect to public record requests will not apply to the Agency.

#### **ORDER OF PRECEDENCE**

In the event of an inconsistency within or between this Technology Solution Contract and any amendment, exhibit, schedule, appendix, SOW, or other document, such inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Mutually agreed written amendments to the Master Contract terms, including this Technology Solution Contract
3. The Master Contract and all exhibits thereto
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1
6. Exhibit A – Software License Agreements (all current applicable software license/use agreements – it is the responsibility of Contractor to ensure these agreements are substantially the same as the initial agreements attached in the Master Contract.)
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

#### **ENTIRE AGREEMENT**

This Technology Solution Contract, including referenced Exhibits and Schedules, together with the Master Contract, all of which are hereby incorporated into this Technology Solution Contract as though fully set forth herein, represent all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Technology Solution Contract will be effective without the written consent of both parties.

#### **CONFORMANCE**

If any provision of this Technology Solution Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

#### **APPROVAL**

This Technology Solution Contract shall be subject to the written approval of Agency's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

**Tacoma Housing Authority**

**Compulink Management Center, Inc. d/b/a  
Laserfiche**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Peter Wayman

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE A**

## CONTRACTOR QUOTES

### Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$156,060.00	-	-	-
Total Maintenance	\$31,212.00	\$31,212.00	\$31,212.00	\$31,212.00
Total Services	\$16,000.00	\$0.00	\$0.00	\$0.00
<b>*TOTAL</b> *Tax not included	<b>\$203,272.00</b>	<b>\$31,212.00</b>	<b>\$31,212.00</b>	<b>\$31,212.00</b>

### Software & Annual Maintenance

Product	Software Quantity	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Rio Named Full User 100-199 (ENF)	160.00	\$805.00	\$161.00	\$154,560.00
Laserfiche Forms Professional 100-199 (EFRM)	160.00	\$80.50	\$16.10	\$15,456.00
Laserfiche RME (Named Full Users 100-199) (ERM)	160.00	\$80.50	\$16.10	\$15,456.00
Laserfiche Import Agent (IA)	1.00	\$1,500.00	\$300.00	\$1,800.00
				Software: \$156,060.00
				Maintenance: \$31,212.00
				Tax: \$ .00
				Total: \$187,272.00

### Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Initial implementation with priority of network drive ingestion and training.</i>	160.00	\$200.00	\$16,000.00
			Service: \$16,000.00
			Tax: \$ .00
			Total: \$16,000.00



**SCHEDULE B  
STATEMENT OF WORK**

**STATEMENT OF WORK NO. 1  
TO  
TACOMA HOUSING AUTHORITY  
TECHNOLOGY SOLUTION CONTRACT NUMBER 2020-028-WA053**

**This Statement of Work No. 1 (SOW) to Technology Solution Contract No. 2020-028-WA053 (Contract) is entered into by and between Tacoma Housing Authority (Agency) and Compulink Management Center, Inc. d/b/a Laserfiche (Contractor).**

**Contractor agrees to provide to Agency the services set forth in this SOW, in accordance with the terms of this SOW and the Technology Solution Contract, for the fees set forth in this SOW and the Contract. Specific resources to be provided and deliverables will be mutually agreed upon and documented in writing as set forth herein.**

**1 LOCATION AND PERIOD OF PERFORMANCE**

- 1.1 Per a mutually agreed upon schedule, Contractor staff shall perform all work at the following location (or online via GoToMeeting):**

Tacoma Housing Authority

902 South L Street

Tacoma, WA 98405-4037

- 1.2 The period of performance for work identified in this SOW shall begin on [REDACTED] through [REDACTED].**

- 1.3 The Agency reserves the right to amend or extend this SOW by mutual agreement.**

**PROJECT SCOPE AND OBJECTIVES**

Agency seeks to implement a Laserfiche software solution in order to implement a paperless records management system with automation.

The following workstreams are included in the Services.

Workstream	Major Activities
1. Installation	1.1 Install Laserfiche Rio 11.x and the following software components: <ul style="list-style-type: none"><li>• Laserfiche Records Management Edition</li><li>• Laserfiche Workflow</li><li>• Laserfiche Forms</li><li>• Laserfiche Import Agent</li></ul>

2. Installation / Implementation Documents	2.1 Design and implement four business processes <ul style="list-style-type: none"> <li>• Network Drive Ingestion</li> </ul> 2.3 Design and implement WA State records management and retention 2.4 Implement integrations with four selected applications

## PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency's acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

### Phase 1. Requirements and Design



### Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one to two-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements. As part of this task, Laserfiche will leverage the demo provided to Agency.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
  - A plan to install Laserfiche Rio and the following software components in the Agency's network:
    - Laserfiche Records Management Edition
    - Laserfiche Workflow



- Laserfiche Forms
  - Laserfiche Import Agent
  - A repository file plan that includes:
    - Folder structure to support the routing and storage of up to 30 document types.
    - Metadata to appropriately index up to 30 document types.
    - High-level security to help control access and rights for up to 30 document types.
  - A capture plan that includes:
    - Capturing documents from scanners & copiers
    - Capturing content on network drive for importation
  - Electronic workflows that include:
    - **Network Drive Ingestion**
5. Review the Requirements and Design document and make updates based on Agency feedback.

## Major Deliverables

### Deliverables for Requirements and Design will include:

- Requirements and Design Document: An Agency Requirements and Design document for the installation and configuration of the system. This will include the Hardware specifications; Interface specifications; Installation Architecture specifications and Site Customization documents.
- Project Plan: A project plan that contains tasks and the estimated hours and duration for each task.
- Status Report Template: A template that summarizes completed activities for the period; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas. Project Status reports to be provided to the city on mutually agreed milestones and time frames.

## Phase 2. Development



## Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.
3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.



4. Provide at minimum monthly solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

## Major Deliverables

### Deliverables for Development will include:

- Deployed System: Laserfiche system is deployed in Agency's Test environment per the Requirements and Design document and solution demonstrations.
- Data Conversion Plans: Document the data conversion plans for legacy network drive records into the new Laserfiche product.
- Test Plan: Test scripts to be used by Laserfiche and Agency to test system functionality. Test as needed for interfaces identified and implemented per Requirements and Design phase.
- Configuration and Certification: Complete work as needed in order to be able to run System Configuration Reports and get completed Installation Certificates.

## Phase 3. Testing



## Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing ("UAT").
  - Address issues identified during UAT that are in scope for the Services.
  - New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
4. Create Deployment and Data Validation Plan.
5. Prepare for training and go-live.

## Major Deliverables

### Deliverables for Testing will include:

- Deployment-Ready Solution: Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.
- Deployment and Data Validation Plans: The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. The companion Data Validation Plan is specific to solutions that require such a procedure (e.g., database migrations from legacy systems to Laserfiche). The Data

Validation Plan contains a list of user inputs for the actions, steps on how to perform the actions, and expected results. The Agency will carry out the plan and verify the outputs. *Agency's acceptance of the Deployment and Data Validation Plans will constitute approval to close out the project 20 business days after the plan has been executed and the data has been validated.*

#### Phase 4. Deployment



##### Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency's Production environment. Specifically:
  - Promote Laserfiche environment from Test to Production.
  - Promote the form, workflows, and Quick Fields sessions to the Production environment.
  - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

##### Major Deliverables

**Deliverables for Deployment will include:**

- User Training: A User Training Plan that Agency can use to train end-users and administrators. Assist the city as needed with staff training.
- Deployed System: Laserfiche system deployed to the Production environment per the Go-Live and Stabilization Plan documents.
- System Documentation: Project documentation on the administrative aspects of the system.

#### Phase 5. Transition to Agency



##### Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:



1. Perform post-deployment support activities.
  - Provide guidance to Agency on monitoring and documenting issues that may arise.
  - Coordinate with Agency administrators for up to 10 business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce methods for accessing Support services for Laserfiche from VAR to Agency's post-project support team via an email.

### Major Deliverables

#### Deliverables for Transition to Support will include:

- Closeout Notification: An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
- Operations Manual: System Operations manual to be provided to the city per the system requirements and implementation along with Template Tools for Documenting Business Processes.

## PRICING AND PAYMENT TERMS

### Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Project Management	200.00	20	\$4,000.00
3	Testing	200.00	3	\$600.00
4	Deployment	200.00	34	\$6,800.00
5	Transition to Support	200.00	3	\$600.00
6	Training	200.00	20	\$4,000.00
<b>Total</b>				\$16,000.00
<b>SALES TAX</b>				\$0.00
<b>TOTAL</b>				\$16,000.00



## **Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones**

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 20% of the cost of the SOW will be billed upon execution of the document. 55% of the cost of the SOW will be billed upon acceptance and completion of the Requirements and Design (Phase 1). 15% of the cost will be billed upon acceptance and completion of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due 30-days upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

## **ADDITIONAL TERMS AND CONDITIONS**

### **Subcontractors**

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital located at 2000 O'Neil Road Suite 150, Hudson, WI 54016. ("Subcontractor"). Agency hereby approves Contractor's delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

### **Agency Responsibilities**

#### **Agency will be responsible for the following:**

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
  - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
  - b. IT personnel such as system administrators, database administrators, and help desk.
  - c. Subject matter specialists to provide information on Agency's system and file plan.
  - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

### **Resource List**

<b>Project Team</b>	<b>Purchaser Team</b>
<b>Patrick Welsch</b>	<b>Aaron Tripp</b>
<b>Micheal Mathys</b>	<b>Amber Terrasas</b>
<b>Mike Richardson</b>	
<b>Kyle Knebel</b>	

2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
  - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
  - b. Providing configured Test environment that closely mirrors the Production environment.
  - c. Providing only test data and not production data to Laserfiche.
  - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
  - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
  - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
3. Agency will provide requested documentation and acceptance of key deliverables within two to three business days. If Agency does not respond in writing to Laserfiche's request for acceptance within **ten** business days of Laserfiche's request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
4. Agency will be responsible for licensing all software components necessary for completing Services.

### Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
  - a. Other than basic installation activities, the scope does not include configuring WorkFlow, Forms and other Laserfiche software components except for those components when tied to the deliverables identified in this and subsequent SOW documents.
  - b. Any onsite work will be performed as needed at Agency's offices in Tacoma, Washington. All other work will be performed remotely. Currently, **0** trips are contemplated for the Services.
2. The project is estimated at **80** hours over a **12** week period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within ten business days of Laserfiche's request, Agency will be deemed to have accepted it.

4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which accompanies the software.
5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties.



## Approval

This SOW is subject to the written approval of Agency's authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

*In Witness Whereof*, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

<b>Tacoma Housing Authority (Agency)</b>	
Signature	
Print or Type Name	Date
Title	

<b>Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)</b>	
Signature	
Print or Type Name	Date
Title	

<b>VAR Cities Digital, Inc. DBA CDI (Subcontractor)</b>	
Signature	
Print or Type Name	Date
Title	

**Exhibit A**  
**LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"**

**LASERFICHE END USER LICENSE AGREEMENT**

This Laserfiche End User License Agreement ("**EULA**") is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates ("**Laserfiche**," "**Licensors**," "**we**," "**our**," and "**us**") and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, "**Laserfiche Software**" or "**Software**"), and associated Documentation (as defined below) (the Software and Documentation together, the "**Laserfiche Product**"). "**You**" and "**your**" and "**Licensor**" means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

**1. Acceptance of Terms.** THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL LASERFICHE PRODUCTS LICENSED ON AN ON-PREMISES BASIS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 18.8. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR UTILIZING THE LASERFICHE SOFTWARE ("**USE**"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE NECESSARY AUTHORITY, DO NOT USE THE LASERFICHE PRODUCT. PROMPTLY RETURN THE LASERFICHE PRODUCT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.

**2. License**

**2.1 Grant of License.** For good and valuable consideration, Licensor grants you a limited, non-exclusive, non-transferable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the License Requisition (the "**License**"). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD.

- "**License Requisition**" means our invoice, our written acceptance of an Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase. The License Requisition may limit the scope of the License being granted or grant additional rights. For the avoidance of doubt, the reference hereinabove to, "Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase", does not include, and our acceptance of any Order or any other agreement by which you acquire the License does not constitute our acceptance of, any agreement between you and Laserfiche's authorized reseller or distributor.

- “Documentation” means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations manuals and specifications published by Laserfiche for the Software.
- “Order” means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche’s authorized reseller or distributor, shall not constitute an Order.

2.2 License Scope. Laserfiche Software may include, without limitation: (a) “**Server Software**” that provides document management services to other programs; (b) “**Client Software**” that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) “**Stand-alone Software**” that operates on a single computer; (d) “**Demonstration Software**” that is provided only for demonstration, testing and feedback purposes; (e) “**Distributed Computing Cluster Software**” that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) “**Plug-in Software Modules**” that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for “**application service provider**” purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.

3. Evaluation License. If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us (“**Evaluation Product**”), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing (“**Evaluation Period**”), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed “AS-IS” without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.



4. Ownership. We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.
5. License Restrictions. Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "Multiplex" the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.
6. Usage Limitations. Your Use of the Software is subject to the usage limitations described at <https://www.laserfiche.com/eula/usage6.6.2018> and set forth in the License Requisition (each, a "Usage Limitation").
7. Subscription Software
  - 7.1 Subscription License. A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a "**Subscription**", and such license, a "**Subscription License**"). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the "**Subscription Software**") for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.

- 7.2 **Renewal of Subscription Term.** Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.
- 7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.
- 7.4 **Consequences of Non-Payment.** If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.
- 7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan ("LSAP") during the term of the Subscription.
8. **Third Party Open Source Software.** Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.
9. **Confidentiality and Other Restrictions**
- 9.1 **Confidentiality Restrictions.** "**Laserfiche Confidential Information**" means: (a) the Laserfiche Software and Documentation; (b) Laserfiche's source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche's business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as "confidential" or "proprietary" or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

9.2 Additional Restrictions. You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.

(i) Term and Termination. **This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it (i) release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).**



**11. Indemnification.**

- 11.1 YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, "Your Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "Indemnified Party"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.**

**12. Limited Warranty; Exclusions; Disclaimer**

- 12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU ("Warranty Period"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will not extend the original Warranty Period.**
- 12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by**

Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

- 12.3 **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

### 13. LIMITATION OF LIABILITY

- 13.1 **EXCLUSION OF CERTAIN TYPES OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

- 13.2 **LIMITATIONS ON DAMAGES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE

SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Application of Limitations and Disclaimers to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.
15. Basis of Bargain. The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.
16. Interoperability. To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written requested after you pay Laserfiche's licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.
17. Audit Rights. During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any



underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

**18. Miscellaneous**

**18.1 Waiver; Severability.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

**18.2 Entire Agreement and Order of Precedence.** This EULA, as well as any master agreements, technology contract, SOWs, and amendments, schedules, appendices, or exhibits thereto agreed by the parties, comprise the entire agreement between the parties with respect to the matters dealt with herein and supersedes any previous agreement between the parties in relation to such matters. No other statements or representations, written or oral, shall be deemed a part of the EULA. In the event of any conflict or inconsistency among such documents, the order of precedence will be as stated in the State of Washington Technology Solution Contract between Licensee and Laserfiche.

Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

**18.3 Modifications to the EULA.** If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at [www.laserfiche.com/eula/home](http://www.laserfiche.com/eula/home). By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.

**18.4 Limitation on Actions.** Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or

breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

- 18.5 **U.S. Government End Users.** Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 18.6 **Export Restrictions.** You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.
- 18.7 **Notices.** Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or [notices@laserfiche.com](mailto:notices@laserfiche.com).
- 18.8 **Governing Law, Arbitration, Jurisdiction and Venue.** If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche "Licensor," the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean

Licensor: **Compulink Management Center, Inc.**, 3443 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Canada

Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Mexico

Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.**, Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Asia and Australia

Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG

Governing Law: Hong Kong

Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

Country or Territory: United Kingdom, European Union, and Eastern Europe

Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM

Governing Law: Laws of England and Wales

Arbitration: The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

Country or Territory: All other countries or territories

TECHNOLOGY SOLUTION CONTRACT NO. 2019-023-WA053



Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

- 18.9 **Legal Effect.** This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 18.10 **Assignment.** Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.
- 18.11 **Construction.** The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en language anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

\* \* \*

\* \*

October 2018.



## Software & Services Purchase Agreement

This agreement is made and entered into on,

by and between:

Cities Digital, Inc. (D.B.A. "CDI")  
2000 O'Neil Road  
Suite 150  
Hudson, WI 54016  
herein referred to as "Seller";

And

Buyer: Tacoma Housing Authority  
Buyer Address 1: 902 South L Street,  
Buyer Address 2:  
City, State, Zip: Tacoma, WA 98405  
herein referred to as "Buyer."

### WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**1. Agreement to Sell and Purchase:** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A".

**2. License Agreement:** It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit C." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements, and further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

**3. Term of Agreement:** The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one-year term, unless terminated by either party with or without cause.

**4. Purchase Price, Payments & Renewals:** The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

- a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with payment schedule below. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice may be subject to a one and ½ percent (1.5%) monthly interest charge (eighteen percent (18%) per year).
- b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
- c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.

#### Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Monthly Invoice	Hosting Services	\$3,935.00



**5. Limitation:** It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

**6. Independent Contractor:** It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

**7. Confidentiality:** Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

**8. Sharing Information:** Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

**9. Commitment and Completion:** It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

**10. Insurance:** Seller shall maintain occurrence for commercial general liability and automobile liability insurance which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim. At the request of Buyer, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

**11. Warranty and Limitations:** Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

**12. Limitation and Damages:** BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's

responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

**13. Attorney's Fees:** In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

**14. Governing Law:** This agreement shall be governed and construed under the laws of Pierce County, Washington.

**15. Severability:** If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

**16. Complete Agreement:** This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

**17. Paperless Billing:** By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED ☐ DECLINED ☐

Email Address:

Seller: Cities Digital, Inc.  
Name: Patrick Welsch  
Title: President  
Date:

Buyer: Tacoma Housing Authority  
Name:  
Title:  
Date:

By: \_\_\_\_\_

By: \_\_\_\_\_





## EXHIBIT A: Quotation

### Hosting Services

Type	Name	Cores (GB)	Memory (GB)	Storage (GB)	Total
Server (Includes 100 GB Storage)	Laserfiche Server	2	16	1000	\$12,360.00
Web Server (Includes 30 GB Storage)	Web Server	2	8	0	\$4,800.00
MSSQL (Dual Core)	MSSQL Server Licensing	0	0	0	\$9,060.00
Server (Includes 100 GB Storage)	MSSQL Server Base	2	16	0	\$8,400.00
Server (Includes 100 GB Storage)	Laserfiche Workflow & Forms Server	2	16		\$8,400.00
Server (Includes 100 GB Storage)	Laserfiche LFDS Server	1	6		\$4,200.00
Monthly Hosting Cost:					\$3,935.00
Annual Hosting Cost:					\$47,220.00
Tax:					\$ .00
Annual Hosting Total:					<b>\$47,220.00</b>

#### Cloud Hosting or Online Backup Options:

SERVER HOSTING: ACCEPTED ☒ DECLINED ☐

- Windows 2019 Server
- Microsoft SQL 2019
- 1 public IP address
- Daily backup services with restoration up to 90 days
- Antivirus
- Unlimited internet bandwidth to/from server
- TERM 12 MONTHS

#### Client-Side Firewall Configuration

Many clients choose to have a secured tunnel to/from their hosted server to their network. This is called an IPsec VPN Tunnel.

What is a secured IPsec VPN Tunnel?

In computing, Internet Protocol Security (IPsec) is a secure network protocol suite that authenticates and encrypts the packets of data sent over an Internet Protocol network. It is used in virtual private networks (VPNs).

IPsec includes protocols for establishing mutual authentication between agents at the beginning of a session and negotiation of cryptographic keys to use during the session. IPsec can protect data flows between a pair of hosts (host-to-host), between a pair of security gateways (network-to-network), or between a security gateway and a host (network-to-host). Internet Protocol security (IPsec) uses cryptographic security services to protect communications over Internet Protocol (IP) networks. IPsec supports network-level peer authentication, data-origin authentication, data integrity, data confidentiality (encryption), and replay protection.

The initial IPv4 suite was developed with few security provisions. As a part of the IPv4 enhancement, IPsec is a layer 3 OSI model or internet layer end-to-end security scheme, while some other Internet security systems in widespread use operate above layer 3, such as Transport Layer Security (TLS) and Secure Shell (SSH), both of which operate at the Application layer. IPsec can automatically secure applications at the IP layer.

#### CDI IPSec VPN Config Planning:

Client endpoint IP: \_\_\_\_\_

Client Firewall Make: \_\_\_\_\_

Are you able to configure NAT for a VPN connection: Yes/No

##### Phase 1:

Authentication Method: Mutual PSK

PSK: \*\*\*\*\* (sent out separately after form submittal)

Encryption Algorithm:

AES 256 bit (settings must match on each side)

Hash Algorithm:

SHA256 (settings must match on each side)

DH Group:

14 (2048 bit)

##### Phase 2:

What client IP or subnet requires access over the tunnel?

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

Encryption Algorithm:

AES 256 bit (settings must match on each side)

Hash Algorithm:

SHA256 (settings must match on each side)

## EXHIBIT B: Software Support Policy, "LSAP" (Laserfiche Software Assurance Plan) or "Annual Maintenance"

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

### Services included in base LSAP costs:

- Cities Digital technical support hotline:
  - 855-714-2800
  - [Support@CDI.support](mailto:Support@CDI.support)
  - <https://www.cdi.support/support>
- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access buyer's computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

### Description of Support Services

<b>Laserfiche Software Assurance Plan (LSAP)</b>	<p>Fee is based upon software components that have been purchased. The support plan is renewable each year.</p> <p>Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or "bugs." Technical Support does include assisting buyer with how-to questions and assistance with configuration of the software.</p>
<b>Response Time and Definition</b>	<p>Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer's convenience.</p> <p>Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.</p> <p>Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.</p>
<b>Options for Coverage During Non-Standard Business Hours or "After Hours Support"</b>	<p>Appointments may be scheduled with the Director of Support at <a href="mailto:support@citiesdigital.com">support@citiesdigital.com</a>.</p> <p>After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training &amp; other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are \$250/hr before 8:00am and after 7:00pm Central Time and weekends.</p>
<b>Cities Digital Closed on Six Federal Holidays</b>	<p>Cities Digital will be closed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>



<b>Capability for Remote Diagnostics</b>	A web-based tool for remote diagnostics and support called LogMeIn is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use.
<b>Maintenance Cost for Fixes, Major Releases and Platform Changes</b>	<p>Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com.</p> <p>Major and infrequent upgrades referred to as "platform changes" may be subject to a fee. The fee is set by the manufacturer when the platform is released.</p>
<b>Support Escalation Procedures</b>	<ol style="list-style-type: none"> <li>1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely.</li> <li>2. If immediate resolution is not possible, problem is reported to second tier support.</li> <li>3. If there is no existing solution, Cities Digital development will write a script, solution or "work around" to fix the problem. Cities Digital will then implement the solution.</li> </ol> <p>Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.</p>
<b>Tracking Database</b>	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
<b>Third-Party IT Contractors</b>	Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer's network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges. It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to.

**Services not included in base LSAP costs, Rates Sheet:**

Technical services, design, configuration	Per hour	\$200
Project management (per hour)	Per hour	\$200
Development, integration and conversion (per hour)	Per hour	\$300
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	\$100 - \$150
Off-hours work, outside normal business hours excluding holidays (per hour)	Per hour	\$300
Encrypted drive shipment – Export/Import (per request)	Per export/import	\$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	\$300
Mileage reimbursement	Per mile	\$.585
Per diem minimum when providing onsite service	Per day	\$250



## Exhibit C: End User License Agreements

### EXHIBIT C: End User License Agreement or "EULA"

The licensing agreements listed below pertain to Microsoft and Laserfiche. The Microsoft licensing pertains to use of hosting services from Cities Digital. Should clients not be utilizing hosting services the following eight points should not be considered applicable.

#### MICROSOFT SOFTWARE LICENSING AGREEMENT or "EULA"

Buyer agrees to accept the following conditions related to Software Licensing:

1. This Agreement is binding in all applicable jurisdictions.
2. Buyer is prohibited from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law.
3. Microsoft or its suppliers are hereby indemnified for any damages, whether direct, indirect, or consequential, arising from the Software Services.
4. Seller or a third party on Buyer's behalf (and not Microsoft or its suppliers) will provide technical support for the Cloud Server.
5. The Products are licensed to Buyer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
6. Buyer agrees to permitting Seller to disclose Buyer's contact information where required to satisfy license registration with software manufacturers such as Laserfiche or Microsoft.
7. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
8. Microsoft will be an intended third-party beneficiary of this Agreement, with the right to enforce provisions of the End User Agreement and to verify the compliance of the End User.
9. The **Laserfiche End User License Agreement** is available for reference in entirety on our website at [cdi.support/eula](http://cdi.support/eula)