

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between MHC Software, Inc., 11900 Portland Avenue South, Burnsville, MN 55337 ("MHC") and City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825 ("Customer").

### 1. Definitions.

**Software.** The term "Software" shall mean the computer program in object code only and the respective user manuals described in the specifications set forth in Exhibit A, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

**License Effective Date.** This Agreement and the license granted hereunder shall take effect upon the date that the last party executes this Agreement.

### 2. License.

MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

**Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.

**Copies.** Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include MHC's copyright and any other proprietary notices. The Software delivered by MHC to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of MHC.

**Modifications, Reverse Engineering.** Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.

**Material Terms and Conditions.** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for MHC to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

### **3. Intellectual Property Rights.**

All intellectual property rights in the Software and user documentation are owned by MHC are protected by United States and Canadian intellectual property laws (including patent, trademark and copyrights laws), other applicable intellectual property laws, and international treaty provisions. MHC retains all rights not expressly granted.

### **Indemnification**

MHC shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives MHC prompt notice of and opportunity to defend any such claim. MHC shall have the right to settle the claim or at MHC option, provide Customer (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the software based on a deemed license term of one (1) year. MHC will not provide indemnification if the Customer modifies the software or uses the software in a manner that does not comply with this Agreement.

### **4. Limited Warranty.**

For 180 days from the date of purchase ,MHC warrants that (i) the Software will substantially conform to the applicable user documentation, (ii) the Software will substantially conform to MHC's response to relevant components of Customer's RFP which are hereby incorporated by reference as Exhibit D and (iii) that the magnetic media on which the Software is distributed and the user documentation (if any) are free from defects in materials and workmanship. MHC will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to MHC within 180 days from the date of purchase. Any misuse or unauthorized modification of the Software will void this limited warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MHC MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, FREEDOM FROM ERROR OF THE OPERATION, USE AND FUNCTION OF THE SOFTWARE.

The warranty and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied. No MHC dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **5. Limitation of Liability.**

In no event will MHC be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use MHC products or services, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, or computer programs even if advised of the possibility of such damages. In no case shall MHCs' liability for money damages exceed five times the amount paid by you for the Software out of which

such claim arose. The foregoing limitations shall not apply to claims relating to death or personal injury which arise out of products deemed to be consumer goods under applicable law or intentional misconduct.

No action or claim relating to this Agreement may be instituted more than four years after the event-giving rise to such action or claim.

#### **6. Maintenance and Future Improvements.**

The software purchase and subsequent maintenance subscription entitles the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support. Upon the signing of this Agreement, Customer and MHC have entered into the following Maintenance Agreement: commencing 180 days from the purchase date and continuing for a term of two years thereafter, Customer will receive all maintenance, support and future improvements to the Software. Customer agrees to pay an annual fee equal to 18% of the current list price at the time the maintenance fee is due as specified in Exhibit B. Annual payments will commence 180 days after the purchase date and continue for a period of two years. At the end of the first two year term, the Maintenance Agreement shall automatically renew for a successive one year terms unless thirty days written notice is given by either party to the other in advance of the expiration of a one year term. There will be no increase in the annual fee for a period of three (3) years from the date of the initial payment. In no event will any increase exceed three (3) percent for any one year.

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone support during the hours of 8:00 am to 5:00pm Central Time, Monday through Friday, exclusive of national holidays.

- a. Support window of 8:00am to 5:00pm Central Standard Time Support.
- b. During crucial processing times, the Customer Support Team will make a member available for after hours calls. Examples of these situations include a first live run using the software or a special payroll run. Any special hours must be schedule ahead of time with a customer support team member.
- c. Response times to support calls are handled within four hours; however, knowing the crucial nature of printing checks, calls are usually handled much faster.
- d. Emergency situations can be handled with a paging option this is for emergency calls during normal support hours. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with trouble shooting or programming changes.

The Maintenance Agreement does not include additional Custom Programming Services not licensed for under this Agreement, on-site support or training, and hardware or related supplies. Costs for onsite implementation and training are included in Exhibit C.

MHC reserves the right to terminate the Maintenance Agreement if the Customer is over 30 days delinquent on payment of goods or services to MHC. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

## **7. Services.**

**Implementation Services.** Software will be hosted by and integrated with the enterprise resource planning solution provided by Infor ("the ERP"). As such, MHC agrees to cooperate with Infor in developing, testing and implementing required interfaces as defined in the Infor Statement of Work and hosting services to ensure the interoperability between Software and the ERP. Specifically, MHC must be available to Infor to answer questions and provide installation and guidance during the initial setup phase. Software may be delivered to Infor by CD or by remote telecommunications from MHC's place of business unless the parties agree in writing to an alternative method of delivery.

**Post-Implementation Services.** For Customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

## **8. General Provisions.**

**Complete Agreement.** The parties agree that this Agreement and all incorporated Exhibits, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

**Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Additional software products or licenses may be purchased through an amendment to this Agreement.

**Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

**Corporate Authority.** Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

**Notices.** All notices required or permitted to be given hereunder shall be in writing and may be personally served, or deposited in the United States mail registered or certified, return receipt requested, and postage prepaid. Mailings shall be addressed as follows:

MHC: MHC Software, Inc.  
Attn: Catherine Beattie  
11900 Portland Avenue South  
Burnsville, MN 55337

Customer: City of Corpus Christi  
Attn: Director of Municipal Information Systems  
P. O. Box 9277  
Corpus Christi, Texas 78469

or to such other address as such party shall have specified most recently by written notice delivered in such manner. Mailed notice shall be deemed given on the third business day following the date mailed.

**Successors and Assigns.** The Agreement shall be binding upon each of the parties, its successors and assigns. Except in the case of a merger or sale of all or substantially all of the assets of a party, this Agreement may not be assigned by either party except with prior written approval of the other party.

**Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

**Counterpart and Fax Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or sent by email in PDF form, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document or emailed PDF document will be re-executed in original form by the parties who signed the facsimile document.

**Terms and Conditions.** This Software License Agreement is subject to the above provisions all of which are hereby agreed to by MHC and Customer. The customer will pay all sales and use taxes if any are applicable. In states that MHC does not collect sales tax, Customer agrees to pay any applicable use tax directly to the appropriate authority.

Accepted for Customer:

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please type or print name)

Accepted for MHC Software, Inc.:

By: \_\_\_\_\_  
(Signature)

Name: John Shields  
(Please type or print name)

Title: \_\_\_\_\_

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

Title: Pres.  
(MHC Software, Inc.)

Date: 4/11/13

**Exhibit A to  
Software License Agreement Dated as of \_\_\_\_\_  
License Fee and Payment Schedule**

Exhibit A to the Software License Agreement between MHC Software, Inc., 11900 Portland Avenue South, Burnsville, MN 55337 ("MHC") and City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825 ("Customer").

Licensing for the Document Express System is based on Seat and Site as defined below. Each main product (Document Express Payroll, Document Express Accounts Payable, and Document Express Forms) in this Exhibit lists the allowed licensing. Any additional modules are licensed in the same manner as the main product.

**Standalone Computer Use**

A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Software Products listed below the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed. One back up or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat).

The Customer may use the software products at the number of sites listed below, in the quantity listed below. In addition Customer may make one (1) archival copy of the Software.

**Site License Use**

A site is defined as a specific office building with a specific address, or a contiguous group of buildings at a "campus" location. The Customer may use the Software Products at the number of sites listed in Exhibit A.

The licensed site for the purpose of this software agreement is: City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825. The Document Express Software may not be used at any location outside of City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825 unless additional license(s) are purchased. The customer must acquire one copy of the Software for each additional site. Additionally, the customer may make one (1) archival copy of the Software.

Customer additionally may load additional copies of any licensed Software Products on a Test, Development, and Disaster Recovery Servers to be used for the limited purposes of testing, deployment, and processing in the event of a disaster.

Software	Key Standard Features	Inclusions	Price
Document Express Accounts Payable™	<ul style="list-style-type: none"> <li>• Ability to add unlimited accounts</li> <li>• Full Document History with filtering, sorting and column management</li> <li>• Complete audit trail of all user actions</li> <li>• Original Register for audit of all printing</li> <li>• User Manager with detailed user reports</li> <li>• Archiving and copying functions</li> <li>• Signature Logic</li> <li>• Ability to print copies manually or automatically</li> <li>• Report Generator for ad hoc reporting</li> <li>• Embedded tool for changing document logos, messaging, and other variable items</li> <li>• Ability to set up multiple printers based on spool setting, document type, or overflow</li> </ul>	<ul style="list-style-type: none"> <li>• One Site set up including One User Seat, One Backup Seat and One Test Seat (Seat= workstation)</li> <li>• Utilizes Client's existing SQL or Oracle Database</li> <li>• Document Express accesses the database using ODBC</li> <li>• Discounted from \$11,995 list price</li> </ul>	\$9,995
AP161 or AP155 Interface	<ul style="list-style-type: none"> <li>• Interface contains FTP control, reads the Lawson AP161 or AP155 File (checks and overflow remittance) and maps the fields while loading the data into the Document Express Database</li> </ul>	<ul style="list-style-type: none"> <li>• Standard interface to AP161 or AP155</li> </ul>	\$1,000
Forms Design Accounts Payable Check and Overflow	<ul style="list-style-type: none"> <li>• Maps the fields loaded into the Document Express Database into the Client's desired accounts payable layout</li> <li>• May suppress items in the database from displaying on the design</li> <li>• Ability to design form in virtually any layout including logos, signatures, MICR line and messaging.</li> </ul>	<ul style="list-style-type: none"> <li>• One turnkey form design layout of check and overflow</li> <li>• Assistance and training setting up accounts</li> </ul>	\$500 (Check and overflow are included as one form layout)
Document Express Payroll™	<ul style="list-style-type: none"> <li>• Ability to add unlimited accounts</li> <li>• Full Document History with filtering, sorting and column management</li> <li>• Complete audit trail of all user actions</li> <li>• Original Register for audit of all printing</li> <li>• User Manager with detailed user reports</li> <li>• Archiving and copying functions</li> <li>• Signature Logic</li> <li>• Ability to print copies manually or automatically</li> <li>• Report Generator for ad hoc reporting</li> <li>• Embedded tool for changing document logos, messaging, and other variable items</li> <li>• Ability to set up multiple printers based on spool setting or document type</li> </ul>	<ul style="list-style-type: none"> <li>• One Site set up including One User Seat, One Backup Seat and One Test Seat (Seat= workstation)</li> <li>• Utilizes Client's existing SQL or Oracle Database</li> <li>• Document Express accesses the database using ODBC</li> <li>• Discounted from \$11,995 list price</li> </ul>	\$9,995



Software	Key Standard Features	Inclusions	Price
PR160 PMTOUT Interface	<ul style="list-style-type: none"> <li>Interface contains FTP control, reads the Lawson PMTOUT File (checks and direct deposit advices) and maps the fields while loading the data into the Document Express Database</li> </ul>	<ul style="list-style-type: none"> <li>Standard interface to PR160 and PR180</li> </ul>	\$1,000
Forms Design Payroll Check and Direct Deposit Advice	<ul style="list-style-type: none"> <li>Maps the fields loaded into the Document Express Database into the Client's desired payroll layout</li> <li>May suppress items in the database from displaying on the design layout</li> <li>Ability to design form in virtually any layout including logos, signatures, MICR line and messaging.</li> </ul>	<ul style="list-style-type: none"> <li>Turnkey form design layout of payroll check/advice</li> <li>Assistance and training setting up accounts</li> </ul>	\$500 (Check and advice are included as one form layout)
Line Item Maintenance Module	<ul style="list-style-type: none"> <li>Allows an authorized user to map client-specific pay codes, deductions, and hours to a more natural language description</li> <li>Pre- and Post-Tax Deductions may be broken out and displayed</li> <li>Allows users to reorder pay codes, deductions, and hours</li> <li>Allows users to suppress certain types of codes</li> <li>Provides an import/export feature to Excel for easy maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Fully integrated Document Express Module</li> <li>Allows setup to key off the Lawson pay code or pay summary group</li> <li>Provides a more descriptive statement of earnings eliminating questions and calls to payroll</li> <li>Discounted from \$1,495 list price</li> </ul>	\$1,295
Wire Module	<ul style="list-style-type: none"> <li>Interfaces to the Lawson output file for the Wire data, prepares Wire format and securely transmits the file to the bank</li> <li>Transmission method is bank- and client-dependent</li> <li>Ability to concatenate multiple accounts into a single transmission saving on bank costs</li> </ul>	<ul style="list-style-type: none"> <li>Fully integrated Document Express Module</li> <li>One Wire format is included</li> <li>Discounted from \$3,995 list price</li> </ul>	\$3,495
ACH Module	<ul style="list-style-type: none"> <li>Interfaces to the Lawson AP160 Tape File or AP161 File, formats the ACH file into CCD format and securely transmits the file to the bank</li> <li>Transmission method is bank- and client-dependent</li> <li>Ability to concatenate multiple accounts into a single transmission saving on bank costs</li> </ul>	<ul style="list-style-type: none"> <li>Fully integrated Document Express Module</li> <li>One ACH (CCD) format is included</li> <li>Discounted from \$4,595 list price</li> </ul>	\$3,995
Addenda Record	<ul style="list-style-type: none"> <li>Addenda Record formatting into CCD+ and CTX formats</li> </ul>	<ul style="list-style-type: none"> <li>3 Addenda formats</li> </ul>	\$7,995

Software	Key Standard Features	Inclusions	Price
ACH Module for Pay Card Processing	<ul style="list-style-type: none"> <li>• Interfaces to the Lawson ACH output file, formats the ACH file into the format required by the financial institution for Pay Card Processing and securely transmits the file to the bank</li> <li>• Transmission method is bank- and client-dependent</li> <li>• Ability to concatenate multiple accounts into a single transmission saving on bank costs</li> </ul>	<ul style="list-style-type: none"> <li>• Fully integrated Document Express Module</li> <li>• One ACH format for Pay Card Processing</li> <li>• Discounted from \$3,995 list price</li> </ul>	\$3,495
1099 Module	<ul style="list-style-type: none"> <li>• Interface to Lawson AP145 Output</li> <li>• Forms design for laser cut sheet or pressure seal designs</li> <li>• Manual 1099 Capabilities</li> <li>• Full Document History</li> <li>• 1099 Corrections</li> <li>• Ability to create PDFs of the 1099s</li> </ul>	<ul style="list-style-type: none"> <li>• One Site set up including One User Seat, One Backup Seat and One Test Seat (Seat= workstation)</li> <li>• Provides totals and document counts</li> <li>• Creates the 1099M, I, and D forms as supported by Lawson Financials</li> <li>• Discounted from \$3,995 list price</li> </ul>	\$3,495
e-Remit Module	<ul style="list-style-type: none"> <li>• Interfaces to Lawson AP161 or AP160 remittance file</li> <li>• Creates the ACH remittance advice in the Client's desired layout</li> <li>• Generates a PDF of the remittance advice and sends it to payee's email address</li> <li>• May also generate a CSV based on client-defined business rules</li> <li>• Allows Client to designate sender email</li> <li>• Allows globally customizable message and subject line pulling defined values from the document (i.e. payment date)</li> </ul>	<ul style="list-style-type: none"> <li>• Fully integrated Document Express Module</li> <li>• Retrieves the vendor email address from the AP10 in Lawson</li> <li>• Correctly retrieves multiple "remit to" addresses</li> <li>• As alternative, allows client to store emails in the Document Express DB</li> <li>• Discounted from \$3,995 list price</li> </ul>	\$3,495

Software	Key Standard Features	Inclusions	Price
Positive Pay Module with Automation	<ul style="list-style-type: none"> <li>• The Positive Pay Module generates and formats the positive pay output file into the format required by the financial institution</li> <li>• Allows user to transmit the Positive Pay file to the bank directly from Document Express. Transmission method is bank- and client-specific</li> <li>• Reporting Tools</li> <li>• Void Capabilities (load voids from Lawson CBTRANS or PR Checks)</li> <li>• Positive Pay History</li> <li>• Ability to concatenate multiple accounts into a single transmission saving on bank costs</li> </ul>	<ul style="list-style-type: none"> <li>• Fully integrated Document Express Module</li> <li>• One bank set-up</li> <li>• Module can be used for AP and PR if have the same bank set-up</li> <li>• Discounted from \$6,995 list price</li> </ul>	\$5,995
Document Express Forms™	<ul style="list-style-type: none"> <li>• Ability to add unlimited companies</li> <li>• Full Document History with filtering, sorting and column management</li> <li>• Complete audit trail of all user actions</li> <li>• Original Register for audit of all printing</li> <li>• User Manager with detailed user reports</li> <li>• Archiving and copying functions</li> <li>• Ability to print copies manually or automatically</li> <li>• Signature Logic</li> <li>• Report Generator for ad hoc reporting</li> <li>• Embedded tool for changing document logos, messaging, and other variable items</li> <li>• Ability to set up multiple printers based on spool setting or document type</li> <li>• Ability to add additional forms with interface and forms design set up charges</li> </ul>	<ul style="list-style-type: none"> <li>• One Site set up including unlimited users</li> <li>• Utilizes Client's existing SQL or Oracle Database</li> <li>• Document Express accesses the database using ODBC</li> <li>• Discounted from \$11,995 list price</li> </ul>	\$9,995
Interfaces	<ul style="list-style-type: none"> <li>• Interface contains FTP control, reads the Lawson File and maps the fields while loading the data into the Document Express Database</li> </ul>	<ul style="list-style-type: none"> <li>• Standard interfaces to Lawson output files for 3 forms (PO, AR Invoice &amp; Statement)</li> <li>• \$1,000/each x 3</li> </ul>	\$3,000
Forms Designs	<ul style="list-style-type: none"> <li>• Maps the fields loaded into the Document Express Database into the Client's desired form layout</li> <li>• May suppress items in the database from displaying on the design layout</li> <li>• Ability to design form in virtually any layout including logos, signatures and messaging.</li> <li>• Terms and Conditions Tab for .rtf upload</li> </ul>	<ul style="list-style-type: none"> <li>• Turnkey form design layout for 3 forms (PO, AR Invoice and Customer Statement)</li> <li>• Assistance and training setting up accounts</li> <li>• \$500/each x 3</li> </ul>	\$1,500

Software	Key Standard Features	Inclusions	Price
Auto Document Express™	<ul style="list-style-type: none"> <li>• Automates the Document Express functions of FTP, import, and distribution of documents (print, fax, email, or web post)</li> <li>• Installed as a service or standalone application – client determined</li> </ul>	<ul style="list-style-type: none"> <li>• Runs on a server and can service all designated Lawson Users</li> <li>• Includes a scheduler – may run on a time interval or on a schedule</li> </ul>	Included
Auto Fax Module	<ul style="list-style-type: none"> <li>• Distributes reformatted documents via fax based on Client-determined business rules (e.g. distribution method set in Lawson)</li> <li>• Interfaces to Client's existing fax system via SMTP or API</li> </ul>	<ul style="list-style-type: none"> <li>• Interface is incorporated into the Client's customized print routine</li> <li>• Discounted from \$5,995 list price</li> </ul>	\$4,995
Email Forms	<ul style="list-style-type: none"> <li>• Distributes reformatted documents via email as a PDF</li> <li>• Interfaces to Client's SMTP Mail Server</li> <li>• Allows for global email setup of subject and message line</li> <li>• Incorporates predefined data from the form into the email or subject area (e.g. invoice number)</li> </ul>	<ul style="list-style-type: none"> <li>• Interface is incorporated into the Client's customized print routine</li> <li>• Retrieves email address from Lawson Tables or stores them within the Document Express Database (determined by client)</li> <li>• Discounted from \$3,995 list price</li> </ul>	\$3,495

Software	Key Standard Features	Inclusions	Price
Document Self-Service Electronic W-2	<ul style="list-style-type: none"> <li>• A link to Document Self-Service is created on your Lawson Employee Self-Service (ESS) Web site or Intranet. The link appears on the ESS Page once the employee logs into the Web site. The employee will re-key in their user name and password when the link is accessed. The employee logged into the system is only able to access his/her own W-2 documents.</li> <li>• The Document Self-Service web pages mirror the Lawson Self-Service look and feel for a transparent flow</li> <li>• The IRS requires employee consent and notification to distribute the initial W-2s electronically. Electronic W-2 Module is IRS-compliant and performs the tracking of consent, revocation of consent, provides the necessary notices to employees, and a full audit trail of all activity (visible only to authorized administrative end users).</li> <li>• Functionality to format and print W-2 documents</li> <li>• Supports W-2C options and posting of W-2 history</li> <li>• Supports email notifications of all posts and employee actions (authorization, revocation, and change in email information)</li> <li>• Inactive employees may be printed or posted to an alternate web site (client-determined)</li> <li>• Supports ability to set up messaging for the web site using text formatting features</li> </ul>	<ul style="list-style-type: none"> <li>• Includes the DSS Web Server, DSS Administrative Tool, and required functionality in Document Express W-2 Print Module</li> <li>• Interface to Lawson PR297 and laser forms design, provides W-2C capabilities, Document History and State, Local or Employer copies</li> <li>• Electronic W-2s with IRS Compliance</li> <li>• Unlimited number of retrieval users and document volumes</li> </ul>	\$7,995

Software	Key Standard Features	Inclusions	Price
TurboTax Interface	<ul style="list-style-type: none"> <li>Creates file in format required by TurboTax</li> <li>If client does not want to send all employee information to TurboTax then a CSV file can be used to maintain a list of all employees who have opted-in or opted-out (client is responsible for creation of CSV file)</li> <li>An additional Document Express account is then used to create and transmit the file to TurboTax which only includes the employees who have opted-in <ul style="list-style-type: none"> <li>For organizations running MHC's Document Self-Service Release 5.1 or later, employers may allow employees to choose whether they prefer to opt-in or opt-out of the W-2 data integration with TurboTax</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Fully integrated with Document Express W-2 Module <ul style="list-style-type: none"> <li>Secure file transfer</li> </ul> </li> </ul>	\$2,500
Signature Service	<ul style="list-style-type: none"> <li>Signature Digitization and Encryption Service</li> </ul>	<ul style="list-style-type: none"> <li>4 signatures total</li> </ul>	\$590
Logo Service	<ul style="list-style-type: none"> <li>Client to provide company logos in .bmp format</li> </ul>	<ul style="list-style-type: none"> <li>Client to provide</li> </ul>	No Charge
		Total Software Price	\$90,320

**Payment Terms:** 50% of software purchase price due at time of purchase. 50% is due 30 days after software delivery.

**Exhibit B to  
Software License Agreement Dated as of \_\_\_\_\_  
Maintenance Fee Schedule**

Exhibit B to the Software License Agreement between MHC Software, Inc., 11900 Portland Avenue South, Burnsville, MN 55337 ("MHC") and City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825 ("Customer").

The annual maintenance fee is 18% of current list price at the time the maintenance fee is due. Listed below are the current list prices of the following Software products as of Software Agreements License Effective date of \_\_\_\_\_.

Software	Current List Price
Document Express Accounts Payable	\$11,995.00
AP161 or AP155 Interface	\$1,000.00
Forms Design Accounts Payable Check and Overflow	\$500.00
Document Express Payroll	\$11,995.00
PR160 PMTOUT	\$1,000.00
Forms Design Payroll Check and Direct Deposit Advice	\$500.00
Line Item Maintenance Module	\$1,495.00
Wire Module	\$3,995.00
ACH Module	\$3,995.00
Addenda Record (3 Formats)	\$7,995.00
ACH Module for Pay Card Processing	\$3,995.00
1099 Module	\$3,995.00
e-Remit Module	\$3,995.00
Positive Pay Module with Automation	\$6,995.00
Document Express Forms	\$11,995.00
Interfaces (3)	\$3,000.00
Forms Design (3)	\$1,500.00
Auto Document Express	\$0.00
Auto Fax	\$5,995.00
email Forms	\$3,995.00
Document Self-Service Electronic W-2 Web Delivery w/User Options	\$7,995.00
TurboTax Interface	\$2,500.00
<b>Total Software Current List Price</b>	<b>\$100,430.00</b>
<b>Annual Maintenance Fee 18% of Current List Price</b>	<b>\$18,077.40</b>

**Exhibit C to  
Software License Agreement Dated as of \_\_\_\_\_  
Implementation and Training Fees Schedule**

Exhibit C to the Software License Agreement between MHC Software, Inc., 11900 Portland Avenue South, Burnsville, MN 55337 ("MHC") and City of Corpus Christi, 1201 Leopard Street, Corpus Christi, TX, 78401-2825 ("Customer").

Service	Description	Price
Software Installation	• Telephone or Web meeting installation and training	Included
	• Optional on-site installation ( 2-3 days suggested)	\$1,500/day plus reasonable travel expenses