

## **MASTER SERVICES AGREEMENT NO. 60351**

This Master Services Agreement No. 60351 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

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

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

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

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

### **2. Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

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

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

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

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

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

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

This Agreement will commence on the Effective Date and will be effective for a three (3) year period. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

### **5. Working Arrangements**

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

## **MASTER SERVICES AGREEMENT NO. 60351**

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

### **6. MCCi Personnel**

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

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

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

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

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

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

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement

fee shall be due immediately upon such person's commencement of services.

### **8. Confidential Information**

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date. The Parties acknowledge that Client is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). Should Client receive a request for disclosure of Information pursuant to the Act, Client will promptly provide MCCi notice of such request so that MCCi may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to the disclosure of Information under the Act resides with MCCi. Should MCCi be unable to establish a valid exception from disclosure or exclusion from the Act, then Client may release the information, solely to the extent necessary to comply with the Act.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

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

### **9. Intellectual Property**

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are

## **MASTER SERVICES AGREEMENT NO. 60351**

hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 8. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

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

### **10. Data Privacy**

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

such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of discovering such Security Breach.

### **11. Warranty**

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

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

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the

## **MASTER SERVICES AGREEMENT NO. 60351**

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

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

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

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

### **(a) Mutual Indemnification.**

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

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such the Indemnifying Party's obligations with respect to confidentiality
- A breach by the Indemnifying Party of applicable laws.
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

### **(b) MCCi Indemnification.**

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this

Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

### **(c) Client Warranty.**

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi

### **(d) Indemnification Procedure.**

Client shall give MCCi (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that MCCi may not settle any Claim unless it unconditionally releases Client of all liability); and (c) at MCCi's cost, all reasonable assistance.

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

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

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

## **13. Insurance**

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

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

## **14. Notices**

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

## **MASTER SERVICES AGREEMENT NO. 60351**

### If to MCCi

MCCi, LLC  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

### If to Client:

City of Corpus Christi, TX  
P.O. Box 9277  
Corpus Christi, TX 78469  
Attn: [Wendy Contreras](#)

## **15. Miscellaneous**

### **(a) 3rd Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any 3<sup>rd</sup> party End User License Agreements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

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

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

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

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

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

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

### **(e) Force Majeure.**

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

### **(f) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify MCCi's records to confirm MCCi's billing to Client is correct.

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

Client shall bear all costs associated with audits.

### **(g) Assignment.**

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

### **(h) Modification.**

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

### **(i) Provisions Severable.**

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

### **(j) Dispute Resolution.**

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

### **(k) Interpretation.**

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

### **(l) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 7 of this Agreement.

### **(m) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or

**MASTER SERVICES AGREEMENT NO. 60351**

contemporaneous communications between the Parties relating to the subject matter herein.

**(n) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute

one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

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

**MASTER SERVICES AGREEMENT NO. 60351**

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

**MCCi, LLC**

**CITY OF CORPUS CHRISTI, TX ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

P.O. BOX 9277  
CORPUS CHRISTI, TX 78469

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60351**

**MCCI CONSULTING SERVICES ORDER**

Pursuant to Master Services Agreement No. 60351 ("**Agreement**"):

This MCCi Consulting Services Order, designated as Addendum No. 1 is entered into as of \_\_\_\_\_, 2020 ("**Addendum Effective Date**") , by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

*(Remainder of Page Intentionally Left Blank)*



**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60351**

**MCCI CONSULTING SERVICES ORDER**

**PRICING**

<b>MCCi Professional Services</b>	<b>Qty.</b>	<b>Cost</b>	<b>Buyboard #544-17</b>	<b>SLA</b>
<input checked="" type="checkbox"/> Onsite Rate	One Day	\$3,000.00	\$2,760.00	\$2,700.00
<i>Travel expenses included.</i>	Two or More Days	\$2,500.00	\$2,300.00	\$2,250.00
<input checked="" type="checkbox"/> Project Manager Rate	Per Hour	\$205.00	\$188.60	\$184.50
<input checked="" type="checkbox"/> Certified Project Manager Rate	Per Hour	\$250.00	\$230.00	\$225.00
<input checked="" type="checkbox"/> Systems Engineer Rate	Per Hour	\$205.00	\$188.60	\$184.50
<input checked="" type="checkbox"/> Development Rate	Per Hour	\$250.00	\$230.00	\$225.00

**Client Authorization**

Expiration/Renewal Date (Funding will be available and authorized up and until this date):

**12/31/2023**

Not to Exceed Total

**\$135,000.00 (\$45,000/Year for 3 years)**

For budgetary purposes, the Client should include a minimum of \$45,000.00 in annual budget for renewal of MCCi Consulting Services listed above. Once the Not to Exceed Total is met, MCCi requires written approval to renew the terms of this agreement, and to officially create a new order for an approved block of services MCCi that will bill against until meeting the not to exceed dollar amount.

## **BILLING TERMS**

All time and material agreements are billed monthly for work completed during the previous month. Any time or dollar estimates given on a time and materials project, are strictly estimates. Client is responsible for all hours worked by the MCCi project team.

## **SERVICES PROVIDED**

The Client is requesting ongoing MCCi Consulting Services to assist with its MCCi-implemented solutions. MCCi Consulting Services enable the Client to move forward with projects related to your MCCi-implemented solutions in the absence of having the required internal resources and/or in the absence of its qualified resources having the time available. MCCi Consulting Services are designed to be highly collaborative and to effectively extend the Client's team by incorporating services from MCCi Certified Professionals on an annual basis.

The type of assistance required may include:

1. Business Process Requirements Gathering and SOW drafting
2. Recurring Status and Strategy Meetings (Required)
3. Configuration of Client-Owned Solution Components
4. Training on Solution Components and/or configured Business Processes
5. Integration/Developer Assistance

Remote or Onsite time as required and agreed upon between MCCi and Client.

## **MCCI CONSULTING SERVICES ASSUMPTIONS**

- 1. Expiration Date:** If no expiration/renewal date is noted in this agreement or on the Client's purchase order and service billings cross over budget years, it is the Client's responsibility to handle internal funding/purchase order requirements related to any funding issues. The Client is responsible for compensating MCCI for any work completed up and until notice of funding issues related to an active contract.
- 2. Resource Assignment:** MCCI will assign a MCCI Project Manager, who will be the primary MCCI Consulting Services contact for the Client. The MCCI Project Manager will engage other MCCI resources for any services they are not able to deliver themselves.
- 3. Not to Exceed Dollar Amount:** Once the not to exceed amount of dollars is reached, the Client may choose to authorize MCCI to increase the not to exceed dollar amount of this agreement and define a new time period. Written authorization is required.
- 4. Rates:** Rates are locked in for the period specified in the initial agreement or at the time of renewal/authorization of additional services. If no time period is stated, rates may be adjusted annually if MCCI's standard rates increase.
- 5. Termination:** Initial guaranteed time-period of these services is based on the expiration date listed in the SOW/Pricing section. If an expiration date is not noted the time period is 12 months, commencing on the first day MCCI's Resource(s) provide services. After completion of the initial time period (or reaching the not to exceed dollar amount in advance of the date), the Client must provide 60 days advanced written notice regarding intentions to renew for another time period/not to exceed amount. Otherwise, the Client acknowledges an increase level of risk in disrupting work in progress and or the possibility of having a different MCCI resource assigned.
- 6. Limited Liability:** Notwithstanding anything in this Agreement to the contrary, MCCI's total liability to the Client for any and all claims, damages, or liability (including, but not limited to contract, tort, negligence, statutory, or other causes of action) arising out of or related in any way to this agreement or the products or services being provided by MCCI to Client shall be strictly limited to the project fees paid to MCCI by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCI for the particular service/product that the Client's claim was caused by or arose out of. [For example, if the Client is paying MCCI for both product and Infrastructure Hosting Services, and the claim arises from an Infrastructure Hosting Services problem, then the liability limitation would be the 12-months fees paid for Infrastructure Hosting Services and would not include the fees paid for products.]
- 7. No Hire Clause:** Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCI will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction. If, during the term of, or within (12) months after the termination of the performance period of this agreement, Client hires directly, or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, Client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.
- 8. Client Responsibilities:**
  - a. Client will conduct business in a courteous and professional manner with MCCI.
  - b. *Project Manager:* Client will assign an internal Project Manager that will be involved and work with MCCI on all projects.
  - c. *Workspace:* Client will provide workspaces for MCCI staff if/when MCCI is required to come onsite.

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60351**

**MCCI CONSULTING SERVICES ORDER**

- d. *Onsite Resources*: Client will provide MCCI resources (if necessary) with a laptop, secure access, and access to other technical equipment as needed.
- e. *Security Access*: Client will provide (if necessary), MCCI with security badges to ensure building access, at no additional cost to MCCI.
- f. *HR/Internal Training*: Client will provide any necessary HR/internal training at no additional cost to MCCI.
- g. *Software Configuration and Maintenance*: Client will configure and maintain all non-MCCI-implemented software.
- h. *Data Backup and Disaster Recovery Plans*: MCCI is not responsible for creating or maintaining a backup and recovery plan for the MCCI-implemented solution. This is the Client's responsibility.
- i. *Testing of Configurations*: Client is responsible for testing all software configurations completed by MCCI, and therefore waives any and all liability to MCCI for any fees, damages, etc., that could be related to software configuration services performed by MCCI.
- **Use of Asana**: Through the course of this project, MCCI may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCI and Client may be stored in Asana.

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60351**

**MCCI CONSULTING SERVICES ORDER**

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCI, LLC**

**CITY OF CORPUS CHRISTI ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Client Name:** Corpus Christi, TX  
**Quote Number:** 17722  
**Quote Type:** Laserfiche Support Renewal

**Order Date:** October 02, 2020

<b>Product Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>BuyBoard #544-17</b>	<b>Annual Total</b>
<b><u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u></b>				
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	300	\$132.00	\$118.80	\$35,640.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (200-499 Users)	300	\$12.00	\$10.80	\$3,240.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Authenticated Participant (1-49 users)	21	\$40.00	\$36.00	\$756.00
<input checked="" type="checkbox"/> Laserfiche Rio Public Portal for 2 Laserfiche Rio Server <i>Includes WebLink and Unlimited Retrieval Connections for 2 Laserfiche Server.</i>	1	\$10,000.00	\$9,000.00	\$9,000.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Portal	1	\$1,599.00	\$1,439.10	\$1,439.10
<input checked="" type="checkbox"/> Laserfiche Rio SDK	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Complete <i>Includes Quick Fields, Validation packages for Bar Code, Real-Time Lookup, Zone OCR, Document Classification, Forms Alignment, Identification, and Extractor, Optical Mark Recognition, and Auto Stamp, Redaction, &amp; Bates Numbering.</i>	1	\$3,000.00	\$2,700.00	\$2,700.00
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Agent	1	\$2,000.00	\$1,800.00	\$1,800.00
<input checked="" type="checkbox"/> Laserfiche Rio Import Agent	1	\$300.00	\$270.00	\$270.00
<input checked="" type="checkbox"/> Laserfiche Rio Plus for Publishing	1	\$1,600.00	\$1,440.00	\$1,440.00
<input checked="" type="checkbox"/> Laserfiche Rio ScanConnect (Legacy)	1	\$33.00	\$29.70	\$29.70
<input checked="" type="checkbox"/> Laserfiche Rio ScanConnect 5 Pack (Legacy)	1	\$132.00	\$118.80	\$118.80
<input checked="" type="checkbox"/> Laserfiche Rio ScanConnect 10 Pack (Legacy)	1	\$183.00	\$164.70	\$164.70
<b><i>Laserfiche Annual Recurring Software Support Subtotal</i></b>				<b><i>\$57,273.30</i></b>
<b><u>MCCI SOFTWARE SUPPORT</u></b>				
<input checked="" type="checkbox"/> OCR Scheduler for Laserfiche <i>Requires dedicated Full Named User.</i>	1	\$330.00	\$297.00	\$297.00
<b><i>MCCI Annual Recurring Software Support Subtotal</i></b>				<b><i>\$297.00</i></b>

### **THIRD-PARTY ANNUAL SOFTWARE SUPPORT**

<input checked="" type="checkbox"/>	DataNow Affinity Integration Tool (51+)	1	\$1,200.00	\$1,080.00	\$1,080.00
<b>Third-Party Annual Recurring Software Support Subtotal</b>					<b>\$1,080.00</b>

### **MCCi ANNUAL SUBSCRIPTION**

<input checked="" type="checkbox"/>	Training Center for Laserfiche (50-99 Users)	1	\$3,920.00	\$3,920.00	\$3,920.00
<input checked="" type="checkbox"/>	MCCi SLA for Laserfiche (250-499 Users)	1	\$11,250.00	\$10,125.00	\$10,125.00
<b>MCCi Annual Recurring Subscription Subtotal</b>					<b>\$14,045.00</b>

### **MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION**

<input checked="" type="checkbox"/>	Managed Support Services for Laserfiche, Level 2	1	\$13,299.00	\$11,969.10	\$11,969.10
<i>Client needs are estimated based on the current components provided herein: up to 80.6 hours that will expire at the end of your renewal term.</i>					
<b>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</b>					<b>\$11,969.10</b>

<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>	<b>\$84,664.40</b>
--	--------------------

*For budgetary purposes, the Client should include \$84,664.40 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.*

<b>TOTAL SUPPORT COST</b>	<b>\$84,664.40</b>
---------------------------	--------------------

***All Quotes Expire in 30 Days***

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

Support Dates	Estimated Annual Support Total
12/31/2020 – 12/30/2021	\$84,664.40
12/31/2021 – 12/30/2022	\$84,664.40
12/31/2022 – 12/30/2023	\$84,664.40
<b>Grand Total</b>	<b>\$253,993.20</b>

### **RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

### **SALES TAX**

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

### **REMOTE SERVICES**

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.



## PRODUCT ORDER & BILLING TERMS

### BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ 75 days in advance of expiration date.

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

## MCCi ASSUMPTIONS

### TECHNICAL SUPPORT

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



# **LASERFICHE ASSUMPTIONS**

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

## **LASERFICHE END USER LICENSE AGREEMENT (EULA)**

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at <https://www.laserfiche.com/eula/home/>.

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

## **LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)**

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

### **ACTIVE LSAP BENEFITS INCLUDE:**

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Free Laserfiche version downloads
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Subscription environment (if applicable)
- 100% upgrade credit\* for your existing software (in the event of a platform upgrade)

*\* Excludes moves to Subscription or Cloud*

### **LASERFICHE LATE PAYMENT POLICY**

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
  - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

### **REINSTATEMENT FEES**

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
  - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

## **POLICIES**

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- *For new systems:*
  - The support date is set 30 days after MCCi submits software order to Laserfiche.
- *For platform upgrades to Avante or Rio:*
  - The support date is set immediately upon MCCi submitting software order to Laserfiche.
  - Remaining months of LSAP can be applied toward the new purchase.
  - To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e. support/maintenance has not expired).

- *For product upgrades:*
  - To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e. support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- *For moves from on-premises platforms to Subscription:*
  - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- *For additional software:* the support date is prorated to match Client's existing support date.
- *For Subscription licensing renewals:*
  - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.
  - If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
  - The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

## INTEGRATIONS

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

## LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

## LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

## CLIENT SOLUTION CUSTOMIZATIONS

The Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the Client, appropriate charges will apply.

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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