

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of December, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and ECS Imaging, Inc., a California corporation, whose address is 5905 Brockton Ave., Suite C, Riverside, CA 92506 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, COUNTY previously purchased from CONTRACTOR Laserfiche Document Management Systems ("Laserfiche") in order to image and store paper documents, electronic documents, and photographs;

WHEREAS, CONTRACTOR is willing and able to continue to provide software license, maintenance and support for Laserfiche;

WHEREAS, COUNTY and CONTRACTOR desire to execute this Agreement for continued maintenance and support of Laserfiche.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS:**

The following terms used throughout this Agreement shall be defined as follows:

Acceptance Criteria:

The performance and operating specifications which the System must meet at a minimum, as set out or referred to in this Agreement.

Acceptance Test:

The process of testing a specific function or functions to determine if the operation or operations are as stated in this Agreement.

Change Control Process:

Process used by the Information Services Division of COUNTY's Internal Services Department (ISD) to inform staff of new or updated production use systems.

County System Hardware:

1 The central processing units owned or leased by COUNTY which are described in this
2 Agreement, on which COUNTY is licensed to use the System Software, any back-up equipment
3 for such central processing units, and any peripheral hardware such as terminals, printers, and
4 Personal Computers as described in this Agreement.

5 COUNTY System Software:

6 The operating system and database software installed on the COUNTY System Hardware.

7 Final System Acceptance:

8 When it is determined by COUNTY that all necessary deliverables have been delivered, the data
9 has been converted, the base Laserfiche software has been successfully installed and tested,
10 and Laserfiche performs all functions in accordance with its specifications.

11 First Production Use:

12 Date of first use of the system in a production environment.

13 License:

14 The meaning assigned to the term "License," as defined in Section 2(A) of this Agreement, and
15 the rights and obligations that it creates under the laws of the United States of America and the
16 State of California, including without limitation, copyright and intellectual property law.

17 Monies:

18 The terms "Monies", "Charges", "Price", and "Fees" will be considered to be equivalent.

19 Public Records:

20 Public Records includes any writing containing information relating to the conduct of the public's
21 business that is prepared, owned, used, or retained by any state or local agency, regardless of
22 physical form or characteristics.

23 Supplier:

24 The terms "Supplier", "Vendor", and "ECS Imaging, Inc." all refer to CONTRACTOR, and are
25 considered to be equivalent throughout this Agreement.

26 System:

27 The System Software and System Documentation, collectively. Reference to the "System" shall
28 include any component thereof. All modifications and enhancements to the System shall be

1 deemed to be part of the System as defined herein and shall be subject to all terms and
2 conditions set forth herein. The System consists of Laserfiche, which supports the Fresno
3 County Department of Internal Services, all interfaces, and third-party software required for the
4 system to function.

5 System Documentation:

6 The documentation relating to the System Software, and all manuals, reports, brochures, sample
7 runs, specifications and other materials comprising such documentation provided by
8 CONTRACTOR in connection with the System Software pursuant to this Agreement.

9 System Operation:

10 The general operation of COUNTY's hardware and all software including, but not limited to,
11 system restarts, configuration and operation of system peripherals (such as printers, modems,
12 and terminals), installation of new software releases, and other related activities.

13 System Installation:

14 All software has been delivered, has been physically loaded on a Computer, and COUNTY has
15 successfully executed program sessions.

16 System Software:

17 Laserfiche, that certain computer software described in this Agreement provided by
18 CONTRACTOR, and all interfaces, coding, tapes, disks, modules and similar materials
19 comprising such software or on which it is stored. System Software shall not include operating
20 system software, or any other Third-Party Software.

21 User:

22 The terms "User", "Customer" and "Licensee" all refer to COUNTY and are considered to be
23 equivalent throughout this Agreement.

24 2. **OBLIGATIONS OF THE CONTRACTOR**

25 A. SOFTWARE LICENSE

26 I. GRANT OF LICENSE

1 CONTRACTOR grants to COUNTY, and COUNTY accepts a non-exclusive, non-transferable,
2 perpetual license to use Laserfiche, which is subject to the terms and conditions set forth in this
3 Agreement. This perpetual license shall expressly survive termination of this Agreement.

4 II. SCOPE OF LICENSE

5 The license granted herein shall consist solely of the non-exclusive, non-transferable right of
6 COUNTY to operate the System Software.

7 III. OWNERSHIP

8 The parties acknowledge and agree that, as between CONTRACTOR and COUNTY, title and
9 full ownership of all rights in and to the System Software, System Documentation, and all other materials
10 provided to COUNTY by CONTRACTOR under the terms of this Agreement shall remain with
11 CONTRACTOR. COUNTY will take reasonable steps to protect trade secrets of the System Software
12 and System Documentation. Ownership of all copies is retained by CONTRACTOR. COUNTY may not
13 disclose or make available to third parties the System Software or System Documentation or any portion
14 thereof. CONTRACTOR shall own all right, title and interest in and to all corrections, modifications,
15 enhancements, programs, and work product conceived, created or developed, alone or with COUNTY
16 or others, as a result of or related to the performance of this Agreement, including all proprietary rights
17 therein and based thereon. Except and to the extent expressly provided herein, CONTRACTOR does
18 not grant to COUNTY any right or license, express or implied, in or to the System Software and System
19 Documentation or any of the foregoing. The parties acknowledge and agree that, as between
20 CONTRACTOR and COUNTY, full ownership of all rights in and to all COUNTY data, whether in
21 magnetic or paper form, including without limitation printed output from the System, are the exclusive
22 property of COUNTY.

23 IV. POSSESSION, USE, AND UPDATE OF SOFTWARE

24 COUNTY agrees that only COUNTY will use the System Software for its own internal purposes.
25 CONTRACTOR may, at reasonable times, inspect COUNTY's premises and equipment to verify that all
26 of the terms and conditions of this license are being observed. CONTRACTOR may create, from time to
27 time, updated versions of the System Software and System Documentation and CONTRACTOR shall
28 make such System Updates available to COUNTY. All System Updates shall be licensed under the

1 terms of this Agreement. COUNTY agrees to follow the prescribed instructions for updating System
2 Software and System Documentation provided to COUNTY by CONTRACTOR. COUNTY must
3 authorize all System Updates in writing.

4 V. TRANSFER OF SOFTWARE

5 COUNTY shall not rent, lease, license, distribute, sell, transfer, or assign this license, the System
6 Software, or the System Documentation, or any of the information contained therein other than
7 COUNTY data, to any other person or entity, whether on a permanent or temporary basis, and any
8 attempt to do so will constitute a breach of this Agreement. No right or license is granted under this
9 Agreement for the use or other utilization of the licensed programs, directly or indirectly, for the benefit
10 of any other person or entity, except as provided in this Agreement.

11 VI. POSSESSION AND USE OF SOURCE CODE

12 Source code and other material that results from custom programming by CONTRACTOR
13 released to COUNTY under this license shall be deemed CONTRACTOR software subject to all of the
14 terms and conditions of the software license set forth in this Agreement. The scope of COUNTY's
15 permitted use of the custom source code under this license shall be limited to maintenance and support
16 of the System Software. For purposes of this Section, the term "maintenance and support" means
17 correction of System Software errors and preparation of System Software modifications and
18 enhancements. If COUNTY creates computer code in the process of enhancing the System Software,
19 that specific new code shall be owned by COUNTY and may be used by COUNTY's employees,
20 officers, or agents for COUNTY's own internal business operations. However, if COUNTY's
21 enhancement results in the creation of a derivative work from the System Software, the copyright to
22 such derivative work shall be owned by CONTRACTOR and COUNTY's rights to use such derivative
23 work shall be limited to those granted with respect to the System Software in this Agreement.

24 VII. RESTRICTIONS ON USE

25 COUNTY shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise
26 commercially exploit or make available to any third party the System Software or the System
27 Documentation in any way; (ii) modify or make derivative works based upon the System Software or the
28 System Documentation; (iii) create Internet "links" to the System Software or "frame" or "mirror" any

1 System Documentation on any other server or wireless or Internet-based device; (iv) send spam or
2 otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing,
3 obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to
4 children or violative of third party privacy rights; (iv) send or store material containing software viruses,
5 worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere
6 with or disrupt the integrity or performance of the System Software or the data contained therein,
7 including but not limited to COUNTY Data; (viii) attempt to gain unauthorized access to the System
8 Software or its related systems or networks; (ix) reverse-engineer or access the System Software in
9 order to (a) build a competitive product or service, (b) build a product using similar ideas, features,
10 functions or graphics of the System Software, or (c) copy any ideas, features, functions or graphics of
11 the System Software.

12 VIII. INTELLECTUAL PROPERTY, TRADEMARK, AND COPYRIGHT

13 CONTRACTOR retains ownership of the System Software, any portions or copies thereof, and
14 all rights therein. CONTRACTOR reserves all rights not expressly granted to COUNTY. This License
15 does not grant COUNTY any rights in connection with any trademarks or service marks of
16 CONTRACTOR, its suppliers or licensors. All right, title, interest and copyrights in and to the System
17 Software and the accompanying System Software Documentation and any copies of the System
18 Software are owned by CONTRACTOR, its suppliers or licensors. All title and intellectual property rights
19 in and to the content which may be accessed through use of the System Software are the property of
20 the respective content owner and may be protected by applicable copyright or other intellectual property
21 laws and treaties. This License grants COUNTY no rights to use such content.

22 B. SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

23 I. DOCUMENTATION

24 CONTRACTOR shall provide to COUNTY Laserfiche System Documentation, which shall
25 consist of electronic media files. The electronic media files must be printable using PC software normally
26 available at COUNTY. CONTRACTOR shall provide new System Documentation corresponding to all
27 new Software Upgrades. COUNTY may print additional copies of all documentation. All System
28 Documentation is to be used by COUNTY only for the purposes identified within this Agreement.

1 C. SYSTEM MAINTENANCE AND SUPPORT BY CONTRACTOR

2 System maintenance and support includes System Updates as they are released by
3 CONTRACTOR, including updates as required as a result of Federal Regulatory Changes. The first day
4 of production use will be identified by COUNTY and communicated to CONTRACTOR. CONTRACTOR
5 will support day-to-day operation of the System as follows:

6 I. SUPPORT HOURS/SCOPE:

7 Provide unlimited technical assistance by phone during normal coverage hours
8 (7:30 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, except
9 CONTRACTOR and COUNTY holidays), toll-free telephone assistance to keep the
10 System in, or restored to, normal operating condition. The object of this support will be to
11 answer specific questions related to the System Software and the application thereof.
12 Support provided under this Agreement does not include training of new personnel (after
13 initial staff is trained), operation of hardware, or solving other hardware/software
14 problems unrelated to the System Software.

15 II. SUPPORT RESPONSE:

16 During the term of this Agreement, CONTRACTOR will (a) correct any error or
17 malfunctions in the System as supplied by CONTRACTOR that prevent the System from
18 operating in conformance with the specifications set forth in this Agreement, or (b)
19 provide a commercially reasonable alternative that will conform to the specifications set
20 forth in this Agreement.

21 If analysis by CONTRACTOR indicates a reported problem is caused by a
22 reproducible error or malfunction in the then-current release of the System Software as
23 supplied and maintained by CONTRACTOR, that significantly impacts effective use of the
24 System by COUNTY, CONTRACTOR will, if the System is inoperable, as reported by
25 COUNTY, provide continuous effort to correct the error or to resolve the problem by
26 providing a circumvention.

27 In such cases, CONTRACTOR will provide COUNTY with corrective information,
28 such as corrective documentation and/or program code. CONTRACTOR will endeavor to

1 respond to COUNTY's service request no later than four (4) business hours from the time
2 a call has been received by CONTRACTOR. In the event that a person with the
3 necessary expertise is not available when the call is received, CONTRACTOR will
4 endeavor to respond to the service request no later than within one (1) business day.

5 III. REMOTE VIRTUAL PRIVATE NETWORK (VPN) DIAGNOSTICS

6 Remote VPN Diagnostics Support includes:

- 7 a. Diagnostic or corrective actions necessary to restore proper Laserfiche
- 8 operation;
- 9 b. Diagnostic actions which attempt to identify the cause of system
- 10 problem;
- 11 c. Correction of data file problem; and
- 12 d. Laserfiche modifications

13 CONTRACTOR product specialists will provide diagnostics via VPN on
14 Laserfiche. COUNTY will provide any required hardware and equipment necessary at
15 COUNTY for CONTRACTOR VPN support.

16 IV. ERROR CORRECTION PROCESS

17 If during the term of this Agreement COUNTY determines that software error(s) exist, COUNTY
18 will first follow the error procedures specified in the System Documentation. If following the error
19 procedures does not correct the software error, COUNTY shall immediately notify CONTRACTOR,
20 setting forth the defects noted with specificity. Upon notification of a reported software error,
21 CONTRACTOR shall have five (5) days to determine if any actual software error exist and, if so,
22 endeavor to correct such software errors. At CONTRACTOR's request, additional time to solve difficult
23 problems will not be unreasonably withheld. Within fifteen (15) days of correction, COUNTY shall retest
24 the System Software and report any other software errors.

25 V. TECHNICAL INFORMATION

26 CONTRACTOR will provide technical information to COUNTY from time to time. Such
27 information may cover areas such as Laserfiche usage, third party software, and other matters
28

1 considered relevant to COUNTY by CONTRACTOR. Technical information will be provided at the
2 discretion of CONTRACTOR, but will not be unreasonably withheld.

3 D. ADDITIONAL SYSTEM MAINTENANCE SERVICES BY CONTRACTOR

4 CONTRACTOR may provide additional maintenance services (“Additional Maintenance and
5 Support Services” or “Additional Maintenance Services”) at an additional charge. Charges will be as
6 identified in Section 6 of this Agreement; or, if not included in this Agreement, charges will be at current
7 prices in effect at the time goods or services are provided. Any Additional Maintenance and Support
8 Services requested by COUNTY and determined by CONTRACTOR to be billable by CONTRACTOR
9 must be identified as a chargeable service prior to the service being performed and must be approved in
10 writing in advance by COUNTY’s Contract Administrator. Additional Maintenance Services include, but
11 are not limited to, the following:

12 I. ADDITIONAL TRAINING

13 A specific amount of training is specified in this Agreement. Additional training at a
14 COUNTY facility is available upon request by COUNTY at an additional charge under the
15 terms of this Agreement. Requests for additional training will be reviewed by
16 CONTRACTOR and must be requested in writing in advance by COUNTY’s Contract
17 Administrator. Charges will be at rates identified in this Agreement.

18 II. DATA AND SYSTEM CORRECTIONS

19 Data and System Corrections include any corrective actions accomplished by
20 CONTRACTOR on-site or via VPN which are necessary due to COUNTY errors or
21 unauthorized source code or data access by COUNTY. Unauthorized access to the data
22 is defined as any COUNTY editing of data through other than normal system usage as
23 defined in System Documentation. Unauthorized access to source code is defined as any
24 COUNTY access whatsoever to system source code. Services provided by
25 CONTRACTOR are not billable when they result from errors caused by Laserfiche or
26 instruction provided by CONTRACTOR.

27 III. CUSTOMER SITE VISITS

1 Site visits to COUNTY sites, as may be requested in writing by COUNTY and that
2 are within the scope of the project services, are available for reasons such as, but not
3 limited to, (1) additional system training on hardware or software usage; (2) resolution of
4 system difficulties not resulting from actions by, or otherwise the responsibility of
5 CONTRACTOR (as determined by mutual agreement between CONTRACTOR and
6 COUNTY); (3) installation of Software Releases; and (4) assistance in equipment
7 maintenance, movement or diagnosis. Site visits outside of the scope of project services
8 will be reviewed by the CONTRACTOR and must be requested in writing in advance by
9 COUNTY's Contract Administrator. Charges will be at rates identified in this Agreement.

10 IV. CUSTOM PROGRAMMING

11 Requests for supplemental programming or customization of system features not
12 covered under this Agreement are available to COUNTY. Such requests will be reviewed
13 by CONTRACTOR and must be requested in writing in advance by the COUNTY's
14 Contract Administrator. Charges will be at rates identified in this Agreement.

15 E. CONTRACTOR PROJECT COORDINATOR

16 Upon execution of this Agreement, CONTRACTOR shall appoint a Project Coordinator who will
17 act as the primary contact person to interface with COUNTY for implementation, maintenance and
18 support of Laserfiche.

19 F. SYSTEM UPDATES AND NEW PRODUCTS

20 I. SYSTEM UPDATES

21 From time to time CONTRACTOR will develop and provide System Updates to
22 COUNTY for the COUNTY'S licensed CONTRACTOR software. System Updates shall
23 be subject to the terms and conditions of this Agreement and shall be deemed licensed
24 System Software hereunder and will be made available to COUNTY at no additional
25 charge to COUNTY. System Updates will be made available to COUNTY at the discretion
26 of CONTRACTOR but will not be unreasonably withheld.

27 II. NEW PRODUCTS

1 CONTRACTOR may from time to time release new software with capabilities
2 substantially different from or greater than the System Software ("New Products") and
3 which therefore do not constitute System Updates. These New Products will be made
4 available to COUNTY at a cost not to exceed CONTRACTOR's then standard rates for
5 customers similarly situated.

6 G. OPERATING SYSTEM UPDATES

7 The application must run on an operating system (O/S) that is consistently and currently
8 supported by the operating system vendor. Applications under maintenance are expected to always be
9 within 1 year of current in regards to the O/S. Outdated or unsupported O/S will not be implemented on
10 the production network.

11 COUNTY will notify CONTRACTOR when a critical security patch is released. CONTRACTOR
12 will have thirty (30) days to ensure application can perform in the updated environment. With approval
13 from CONTRACTOR, COUNTY will apply patches to both the operating system, and non-critical
14 security subsystems as releases are available from operating system vendors. The application is
15 expected to perform in this environment. CONTRACTOR is expected to keep their software within one
16 (1) year of current in order to operate in this environment. These patches include critical O/S updates
17 and security patches.

18 H. ANTI-VIRUS MANAGEMENT

19 COUNTY will actively run anti-virus management, where appropriate, on all application servers
20 and PCs. The application is expected to perform adequately while anti-virus management is active.

21 I. ADHERE TO CHANGE CONTROL PROCESS

22 CONTRACTOR must adhere to COUNTY's Change Control Process, which shall be provided to
23 CONTRACTOR in writing. COUNTY employs a procedure to implement updates, upgrades, and version
24 releases to a system that is in production use. This forum allows ISD to inform staff (Help Desk,
25 Network, Server, Database, Security, and Analysts) of upcoming changes to a production system.
26 CONTRACTOR must inform ISD a minimum of 1 week prior to any planned, non-emergency changes
27 so that the Change Control Process may be followed.

28 J. OTHER

1 Unless otherwise specified, for third-party software, CONTRACTOR shall provide standard
2 documentation in electronic form (via the Internet or File Transfer Protocol (FTP)).

3 The system being provided runs in a Local Area Network and Web environment. As such, the
4 performance of the system is directly related to, among other things: available network bandwidth, and
5 the performance of other applications. For this reason, CONTRACTOR makes no guarantees as to
6 system response time.

7 **3. OBLIGATIONS OF COUNTY**

8 **A. COUNTY CONTRACT ADMINISTRATOR**

9 COUNTY appoints its Chief Information Officer (CIO) or his or her designee, as COUNTY's
10 Contract Administrator with full authority to deal with CONTRACTOR in all matters concerning this
11 Agreement.

12 **B. SAFEGUARDING SYSTEM SOFTWARE**

13 COUNTY will follow its present practices to safeguard System Software delivered to COUNTY by
14 CONTRACTOR. A copy of COUNTY'S "Information Technology (IT) Standards and Preferred Practices"
15 will be made available upon request.

- 16 1) COUNTY utilizes a backup and recovery system written and maintained
17 by Commvault Systems. This application requires a backup agent to run
18 on the server.
- 19 2) COUNTY will provide the vendor with an account with appropriate
20 administrative rights to administer the application. The account password
21 is expected to periodically expire.
- 22 3) In order for the application to run on COUNTY supported servers, the
23 application must not require the users to have administrative rights on the
24 servers.
- 25 4) COUNTY, at all times, during and after the performance of the installation
26 of the System Software, is responsible for maintaining adequate data
27 backups to protect against loss of data.

28 **C. BACKUP AND RECOVERY MANAGEMENT**

1 1) COUNTY utilizes a backup and recovery system written and maintained by
2 Commvault Systems. This application requires a backup agent to run on the server.

3 2) COUNTY will provide the vendor with an account with appropriate
4 administrative rights to administer the application. The account password is expected to
5 periodically expire.

6 3) In order for the application to run on COUNTY supported servers, the
7 application must not require the users to have administrative rights on the servers.

8 4) COUNTY, at all times, during and after the performance of the installation of
9 the System Software, is responsible for maintaining adequate data backups to protect
10 against loss of data.

11 D. ACCEPTANCE TESTING

12 COUNTY shall approve Final System Acceptance when Laserfiche has been successfully tested
13 and satisfactorily performs all functions necessary pursuant to this Agreement, and all deliverables
14 identified in this Agreement as required for acceptance have been received by COUNTY.

15 E. ACCEPTANCE TESTING PROCESS

16 Following delivery and installation, CONTRACTOR shall test Laserfiche along with COUNTY
17 personnel.

18 F. FACILITIES AND PREPARATION

19 COUNTY will at its own expense provide all necessary labor and materials for site preparation,
20 electrical services, and cabling required for System Installation. COUNTY shall receive the System
21 Software and will follow instructions provided by CONTRACTOR to load it on COUNTY's System
22 Hardware to prepare the System for processing.

23 G. SYSTEM HARDWARE AND SYSTEM SOFTWARE

24 COUNTY will at its own expense provide and properly maintain and update on an on-going basis
25 all necessary COUNTY System Software and County System Hardware required to operate Laserfiche.
26 Said COUNTY System Software and County System Hardware shall meet or exceed CONTRACTOR's
27 recommendations.

1 As part of COUNTY's responsibility for computer infrastructure, COUNTY is responsible for
2 ensuring that data is secure and protected at all times. CONTRACTOR is not responsible for and cannot
3 be held liable for inadvertent data disclosure or theft from COUNTY facilities.

4 H. COUNTY PROJECT MANAGER

5 Upon execution of this Agreement, COUNTY's Contract Administrator shall designate one
6 individual from ISD who will function as Project Manager with responsibility for day-to-day management
7 of the project for implementation of Laserfiche. The Project Manager and COUNTY personnel shall have
8 the necessary and appropriate training and experience to implement the terms of this Agreement.
9 COUNTY acknowledges CONTRACTOR'S reliance on same.

10 I. OTHER COUNTY OBLIGATIONS

11 1) Technical assistance from COUNTY's ISD staff will be provided during the
12 performance of the installation of the System Software. In particular, COUNTY will
13 provide:

- 14 a. Network connectivity and troubleshooting assistance.
- 15 b. Ability to monitor network traffic and isolate bottlenecks.
- 16 c. Technical assistance concerning the integration with existing COUNTY
17 systems (if applicable).
- 18 d. Expertise to handle issues with PCs, printers, and cabling before,
19 during, and after rollout.

20 4. TERM

21 The term of this Agreement shall be for a period of three (3) years, commencing on January 6,
22 2020, through and including January 5, 2023. This Agreement may be extended for two (2) additional
23 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
24 prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief
25 Information Officer (CIO) or his or her designee is authorized to execute such written approval on behalf of
26 COUNTY based on CONTRACTOR'S satisfactory performance.

27 5. TERMINATION

28 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

A. ANNUAL MAINTENANCE AND SUPPORT FEES

LINE ITEM	ANNUAL COST
1. Annual Maintenance for Existing COUNTY Departments	\$166,527.00
2. Annual Maintenance and Support – Public	\$864.00

1	Defender	
2	3. Annual Maintenance and Support – Department	
3	of Behavioral Health	\$3,380.00
4	TOTAL	\$170,771.00

5 In no event shall services for Annual Maintenance and Support Fees exceed \$1,000,000.00 during
6 the potential five-year term of this Agreement.

7 **B. FEE CHANGES**

8 CONTRACTOR may increase Annual Maintenance and Support Fees for Years Two (2) through
9 Five (5) of this Agreement, upon thirty (30) days' advance written notice to COUNTY, provided
10 CONTRACTOR shall not increase such fees more than once in any one-year period, and provided further
11 that each increase will not exceed the previous fees by the lesser of three percent (3%) per year or the
12 cumulative percentage increase in the Consumer Price Index, All Urban Consumers for the U.S., during the
13 previous year.

14 **C. ADDITIONAL SERVICE FEES/PRICING**

15 Interfaces will be negotiated at the time they are needed and will be agreed upon by both parties in
16 writing. All Laserfiche software requires the purchase of annual maintenance at a cost of twenty percent
17 (20%) of the listed Laserfiche software price. This cost applies to the initial purchase (first year) and every
18 year thereafter. Optional, additional services and software may include, but are not limited to, the services
19 set forth hereinbelow and in Exhibit B – Additional Fees, attached hereto and incorporated by this
20 reference.

21	Line Item	Cost
22	1. Onsite/Remote Business Process Automation	
23	Consulting, Configuration, and Projects (per day)	\$1,800.00
24	2. Onsite/Remote Billable Services using ECS	
25	Priority Support hours (per hour)	\$137.50

26 ECS Priority Support consists of one-hundred and fifty (150) hours per year of online or onsite
27 support time, unlimited phone support, and a four (4) hour response time. Additional online or onsite
28 support will be billed at the current hourly support rate. Minimum onsite time is calculated at eight (8) hours.

1 Support hours are from 7:30am – 5:00pm, Monday through Friday, Pacific Standard Time. CONTRACTOR
2 may allow planned after-hours support in rare circumstances. In these circumstances Priority Support will
3 be billed at double the hourly rate.

4 Additional Service Fees shall only be paid to CONTRACTOR if any such services set forth
5 hereinabove and in Exhibit B are performed by CONTRACTOR upon COUNTY's written request. In no
6 event shall Additional Service Fees exceed \$1,000,000.00 for the total potential five-year term of this
7 Agreement.

8 **D. TOTAL CONTRACT AMOUNT**

9 In no event shall compensation paid for services performed under this Agreement exceed
10 \$2,000,000.00 during the entire possible five-year term of this Agreement. It is understood that all expenses
11 incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by
12 CONTRACTOR.

13 **E. INVOICING**

14 CONTRACTOR shall submit monthly invoices referencing the provided contract number, either
15 electronically or via mail, in triplicate to the County of Fresno, Internal Services Department, Attention:
16 Business Office, 333 W. Pontiac Way, Clovis, CA 93612, (isdbusinessoffice@fresnocountyca.gov).
17 COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice.

18 **7. INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations
19 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
20 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
21 times be acting and performing as an independent contractor, and shall act in an independent capacity and
22 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
23 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
24 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
25 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
26 terms and conditions thereof.

27 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
28 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

1 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
2 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
3 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
4 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
5 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
6 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
7 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

8 8. **MODIFICATION:** Any matters of this Agreement may be modified from time to time by the
9 written consent of all the parties without, in any way, affecting the remainder.

10 9. **NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor
11 their rights or duties under this Agreement without the prior written consent of the other party.

12 10. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold harmless, and at
13 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
14 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses, and any and all
15 claims, damages, costs, fees, regulatory fines and penalties, and forms of legal action involving Cyber
16 Risks, occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
17 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and
18 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses, and any and all
19 claims, damages, costs, fees, regulatory fines and penalties, and forms of legal action involving Cyber
20 Risks, occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
21 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this
22 Agreement.

23 In the event of a claim of alleged infringement of patent rights, copyright, trade secret rights, or
24 intellectual property rights, to the fullest extent permitted by law, CONTRACTOR agrees to and shall
25 indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, including its officers, officials,
26 agents, and employees from any and all demands, costs and expenses, penalties, attorney's fees and
27 court costs, damages of any nature whatsoever (including, without limitation, injury or damage to or loss or
28 destruction of property), judgments (including, without limitation, amounts paid in settlement and amounts

1 paid to discharge judgments), liabilities, claims and losses, suits, actions or proceedings of every name,
2 kind and description occurring or resulting to COUNTY, out of or in connection with any claim that is based
3 on the infringement (or assertions of infringement) of any of patent rights, copyright, trade secret rights, or
4 intellectual property rights with respect to services, software, or any Equipment provided by
5 CONTRACTOR as part of this Agreement, including, but not limited to, their materials, designs, techniques,
6 processes and information supplied or used by CONTRACTOR or any of CONTRACTOR's subcontractor
7 of any tier in performing or providing any portion of CONTRACTOR's obligations as outlined in this
8 Agreement. If, in any suit, action, proceeding or claim relating to the foregoing, a temporary restraining
9 order or preliminary injunction is granted, CONTRACTOR shall make every reasonable effort to secure the
10 suspension of the injunction or restraining order. If, in any such suit, action, proceeding or claim, the
11 services, software or any Equipment provided by CONTRACTOR or any part, combination or process
12 thereof, is held to constitute an infringement and its use is enjoined, CONTRACTOR shall immediately (a)
13 pay the reasonable direct out-of-pocket costs and expenses to secure a license to use such infringing work,
14 replace the infringing work or modify the same so that it becomes non-infringing, and (b) make every
15 reasonable effort to secure for the COUNTY a license, at no cost to COUNTY, authorizing COUNTY's
16 continued use of the infringing work. If CONTRACTOR is unable to secure such license within a reasonable
17 time, CONTRACTOR, at its own expense and without impairing performance requirements of the services,
18 software, or any Equipment provided by CONTRACTOR as part of this Agreement, shall either replace the
19 affected services, software, or any Equipment provided by CONTRACTOR as part of this Agreement,
20 combination or process thereof, with non-infringing services, software, or other equipment, or modify the
21 same so that they become non-infringing.

22 The provisions of this Section 10 shall survive the termination of this Agreement.

23 11. **INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
25 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
26 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
27 Joint Powers Agreement (JPA) throughout the term of the Agreement:

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
10 used in connection with this Agreement.

11 C. Technology Professional Liability (Errors and Omissions)

12 Technology Professional Liability (Errors and Omissions) Insurance appropriate to
13 CONTRACTOR's profession, with limits not less than Two Million Dollars (\$2,000,000) per occurrence
14 or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to
15 the duties and obligations as is undertaken by CONTRACTOR in this Agreement and may include, but
16 not be limited to infringement of copyright, trademark, trade dress, invasion of privacy violations,
17 information theft, damage to or destruction of electronic information, release of private information,
18 alteration of electronic information, extortion and network security. The policy may provide coverage for
19 breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses
20 with limits sufficient to respond to these obligations.

21 D. Cyber Liability

22 CONTRACTOR shall obtain cyber liability insurance with limits not less than Two Million Dollars
23 (\$2,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving Cyber Risks.
24 The cyber liability policy shall be endorsed to cover the full replacement value of damage to, alteration
25 of, loss of, or destruction of intangible property (including but not limited to information or data) that is in
26 the care, custody, or control of the CONTRACTOR.

27 For purposes of the technology professional liability insurance and the cyber liability insurance
28 required under this Agreement, Cyber Risks include, but are not limited to, (i) security breaches, which

1 include disclosure of, whether intentional or unintentional, information provided by COUNTY, information
2 provided by or obtained from any inmate, or personal-identifying information relating to any inmate, to an
3 unauthorized third party; (ii) breach of any of CONTRACTOR's obligations under this Agreement relating
4 to data security, protection, preservation, usage, storage, transmission, and the like; (iii) infringement of
5 intellectual property including, but not limited to, infringement of copyright, trademark, and trade dress;
6 (iv) invasion of privacy, including any release of private information; (v) information theft by any person
7 or entity, whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii) extortion
8 related to CONTRACTOR's obligations under this Agreement regarding electronic information, including
9 information provided by COUNTY, information provided by or obtained from any inmate, or personal-
10 identifying information relating to any inmate; (viii) network security; (ix) data breach response costs,
11 including security breach response costs; (x) regulatory fines and penalties related to CONTRACTOR's
12 obligations under this Agreement regarding electronic information, including information provided by
13 COUNTY, information provided by or obtained from an inmate, or personal-identifying information
14 relating to any inmate; and (xi) credit monitoring expenses.

15 E. Professional Liability

16 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
17 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
18 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

19 F. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the California Labor
21 Code.

22 Additional Requirements Relating to Insurance

23 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
24 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
25 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
26 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
27 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
28 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without

1 a minimum of thirty (30) days advance written notice given to COUNTY.

2 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
3 employees any amounts paid by the policy of worker's compensation insurance required by this
4 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
5 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
6 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
9 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
10 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that
11 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
12 agents and employees will not be responsible for any premiums on the policies; that for such worker's
13 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
14 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
15 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
16 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
17 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
18 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
19 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
20 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
21 days advance, written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
23 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
24 Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the State of California,
26 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
27 FSC VII or better.

28 12. **AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during business

1 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
2 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
3 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
4 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
6 the examination and audit of the California State Auditor for a period of three (3) years after final payment
7 under contract (Government Code Section 8546.7).

8 13. **NOTICES:** The persons and their addresses having authority to give and receive notices
9 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	ECS Imaging, Inc.
Director of Internal Services/CIO	5905 Brockton Ave., Suite C
333 W. Pontiac Way	Riverside, CA 92506
Clovis, CA 93612	

13 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
14 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
15 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
16 personal service is effective upon service to the recipient. A notice delivered by first-class United States
17 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
18 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
19 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
20 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
21 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
22 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
23 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
24 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
25 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
26 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
27 beginning with section 810).

28 14. **GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall

1 only be in Fresno County, California.

2 The rights and obligations of the parties and all interpretation and performance of this Agreement
3 shall be governed in all respects by the laws of the State of California.

4 15. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

5 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
6 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
7 to operate as a corporation.

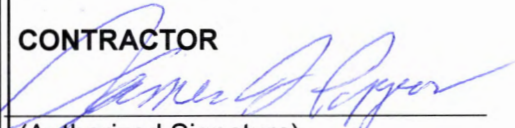
8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
9 that they are a party to while CONTRACTOR is providing goods or performing services under this
10 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
11 and in which one or more of its directors has a material financial interest. Members of the Board of
12 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
13 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
14 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
15 immediately thereafter.

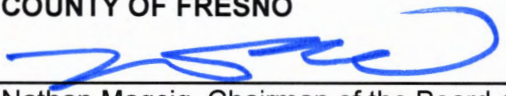
16 16. **COOPERATIVE AGREEMENT ("PIGGYBACKING")**

17 The provisions and pricing of this Agreement may be extended to other government agencies.
18 CONTRACTOR agrees to extend the same pricing, terms, and conditions to each and every political
19 entity, special districts, and related non-profit entity. It is understood that such governmental agencies,
20 including political entities, special districts, and related non-profit entities, that piggyback on this
21 Agreement shall make purchases in their own name, make direct payment to CONTRACTOR, and be
22 liable directly to CONTRACTOR, holding the COUNTY completely harmless, and the COUNTY shall in
23 no way be involved in those piggybacked agreements or liable in any way to any party connected with or
24 as a result of those piggybacked agreements.

25 17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the
26 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**
5 
6 (Authorized Signature)
7 James F. PAPPAS, CEO/CTO
8 Print Name & Title
9 5905 Brockton Ave sec
10 Riverside, CA 92506
11 Mailing Address

COUNTY OF FRESNO

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

16 FOR ACCOUNTING USE ONLY:
17 Fund: 1020
18 Subclass: 10000
19 ORG: 8905
20 Account: 7309/7311
21
22
23
24
25
26
27
28

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Exhibit B

Product Description	SKU	Product Unit Price	Support Description	SKU	Annual LSAP
Laserfiche Rio Pilot Named Full Users (25-49 users)	ENFPL25	\$900.00	Laserfiche Rio Pilot Named Full Users (25-49 users) LSAP	ENFPL25B	\$180.00
Laserfiche Rio Pilot Named Full Users (50-99 users)	ENFPL50	\$833.00	Laserfiche Rio Pilot Named Full Users (50-99 users) LSAP	ENFPL50B	\$167.00
Laserfiche Rio Named Full Users (100-199 users)	ENF	\$700.00	Laserfiche Rio Named Full Users (100-199 users) LSAP	ENFB	\$140.00
Laserfiche Rio Named Full Users (200-499 users)	ENF	\$600.00	Laserfiche Rio Named Full Users (200-499 users) LSAP	ENFB	\$120.00
Laserfiche Rio Named Full Users (500-999 users)	ENF	\$500.00	Laserfiche Rio Named Full Users (500-999 users) LSAP	ENFB	\$100.00
Laserfiche Rio Named Full Users (1,000-1,499 users)	ENF	\$400.00	Laserfiche Rio Named Full Users (1,000-1,499 users) LSAP	ENFB	\$80.00
Laserfiche Rio Named Full Users (1,500-1,999 users)	ENF	\$350.00	Laserfiche Rio Named Full Users (1,500-1,999 users) LSAP	ENFB	\$70.00
Laserfiche Rio Named Full Users (2,000-2,999 users)	ENF	\$300.00	Laserfiche Rio Named Full Users (2,000-2,999 users) LSAP	ENFB	\$60.00
Laserfiche Rio Named Full Users (3,000-3,999 users)	ENF	\$260.00	Laserfiche Rio Named Full Users (3,000-3,999 users) LSAP	ENFB	\$52.00
Laserfiche Rio Named Full Users (4,000-4,999 users)	ENF	\$230.00	Laserfiche Rio Named Full Users (4,000-4,999 users) LSAP	ENFB	\$46.00
Laserfiche Rio Named Full Users (5,000-5,999 users)	ENF	\$200.00	Laserfiche Rio Named Full Users (5,000-5,999 users) LSAP	ENFB	\$40.00
Laserfiche Rio Named Full Users (6,000-6,999 users)	ENF	\$190.00	Laserfiche Rio Named Full Users (6,000-6,999 users) LSAP	ENFB	\$38.00
Laserfiche Rio Named Full Users (7,000-7,999 users)	ENF	\$180.00	Laserfiche Rio Named Full Users (6,000-6,999 users) LSAP	ENFB	\$36.00
Laserfiche Rio Named Full Users (8,000-8,999 users)	ENF	\$170.00	Laserfiche Rio Named Full Users (7,000-7,999 users) LSAP	ENFB	\$34.00
Laserfiche Rio Named Full Users (9,000-9,999 users)	ENF	\$160.00	Laserfiche Rio Named Full Users (8,000-8,999 users) LSAP	ENFB	\$32.00
Laserfiche Rio Named Full Users (10,000-19,999 users)	ENF	\$150.00	Laserfiche Rio Named Full Users (9,000-9,999 users) LSAP	ENFB	\$30.00
Laserfiche Rio Named Full Users (20,000-29,999 users)	ENF	\$135.00	Laserfiche Rio Named Full Users (10,000-19,999 users) LSAP	ENFB	\$27.00
Laserfiche Rio Named Full Users (30,000-39,999 users)	ENF	\$120.00	Laserfiche Rio Named Full Users (20,000-29,999 users) LSAP	ENFB	\$24.00
Laserfiche Rio Named Full Users (40,000-49,999 users)	ENF	\$110.00	Laserfiche Rio Named Full Users (30,000-39,999 users) LSAP	ENFB	\$22.00
Laserfiche Rio Named Full Users (50,000+ users)	ENF	\$100.00	Laserfiche Rio Named Full Users (50,000+ users) LSAP	ENFB	\$20.00
Laserfiche Rio Forms Participant Users + Read Only (10-49 users)	EPAR	\$350.00	Laserfiche Rio Forms Participant Users + Read Only (10-49 users)	EPARB	\$70.00
Laserfiche Rio Forms Participant Users + Read Only (50-199 users)	EPAR	\$290.00	Laserfiche Rio Forms Participant Users + Read Only (50-199 users)	EPARB	\$58.00
Laserfiche Rio Forms Participant Users + Read Only (200-499 users)	EPAR	\$249.00	Laserfiche Rio Forms Participant Users + Read Only (200-499 users)	EPARB	\$49.80
Laserfiche Rio Forms Participant Users + Read Only (500-999 users)	EPAR	\$220.00	Laserfiche Rio Forms Participant Users + Read Only (500-999 users)	EPARB	\$44.00
Laserfiche Rio Forms Participant Users + Read Only (1000-1999 users)	EPAR	\$156.00	Laserfiche Rio Forms Participant Users + Read Only (1000-1999 users)	EPARB	\$31.20
Laserfiche Rio Forms Participant Users + Read Only (2000-2999 users)	EPAR	\$138.00	Laserfiche Rio Forms Participant Users + Read Only (2000-2999 users)	EPARB	\$27.60
Laserfiche Rio Forms Participant Users + Read Only (3000-4999 users)	EPAR	\$132.00	Laserfiche Rio Forms Participant Users + Read Only (3000-4999 users)	EPARB	\$26.40
Laserfiche Rio Forms Participant Users + Read Only (5000+ users)	EPAR	\$126.00	Laserfiche Rio Forms Participant Users + Read Only (5000+ users)	EPARB	\$25.20
Laserfiche Rio Named Retrieval Users (100 -199 users)	ENS-TBA	\$300.00	Laserfiche Rio Named Retrieval Users (100 -199) LSAP	ENS- TBA	\$60.00
Laserfiche Rio Named Retrieval Users (200-999 users)	ENR2	\$200.00	Laserfiche Rio Named Retrieval Users (200-999 users) LSAP	ENR2B	\$40.00
Laserfiche Rio Named Retrieval Users (1,000-9,999 users)	ENR10	\$100.00	Laserfiche Rio Named Retrieval Users (1,000-9,999 users) LSAP	ENR10B	\$20.00
Laserfiche Rio Named Retrieval Users (10,000-19,999 users)	ENR100	\$38.00	Laserfiche Rio Named Retrieval Users (10,000-19,999 users) LSAP	ENR100B	\$8.00
Laserfiche Rio Named Retrieval Users (20,000-20,999 users)	ENR200	\$34.00	Laserfiche Rio Named Retrieval Users (20,000-20,999 users) LSAP	ENR200B	\$7.00
Laserfiche Rio Named Retrieval Users (50,000+ users)	ENF500	\$25.00	Laserfiche Rio Named Retrieval Users (50,000+ users) LSAP	ENF500B	\$5.00
Laserfiche Pilot Public Portal (25 retrieval users)	PPM25	\$25,000.00	Laserfiche Pilot Public Portal (25 retrieval users) LSAP	PPM25B	\$5,000.00
Laserfiche Rio Public Portal for 1 Laserfiche Server	EPLS1	\$45,000.00	Laserfiche Rio Public Portal for 1 Laserfiche Server LSAP	EPLS1B	\$9,000.00
Laserfiche Rio Public Portal for 2 Laserfiche Servers	EPLS2	\$50,000.00	Laserfiche Rio Public Portal for 2 Laserfiche Servers LSAP	EPLS2B	\$10,000.00
Laserfiche Rio Public Portal for Unlimited Laserfiche Servers	EPLSX	\$75,000.00	Laserfiche Rio Public Portal for Unlimited Laserfiche Servers LSAP	EPLSXB	\$15,000.00
Laserfiche RME Named Full Users (25-49 users)	ERM	\$90.00	Laserfiche RME Named Full Users(25-49 users) LSAP	ERMB	\$18.00
Laserfiche RME Named Full Users(50-99 users)	ERM	\$83.00	Laserfiche RME Named Full Users (50-99 users) LSAP	ERMB	\$16.60
Laserfiche RME Named Full Users (100-199 users)	ERM	\$70.00	Laserfiche RME Named Full Users(100-199 users) LSAP	ERMB	\$14.00
Laserfiche RME Named Full Users (200-499 users)	ERM	\$60.00	Laserfiche RME Named Full Users (200-499 users) LSAP	ERMB	\$12.00
Laserfiche RME Named Full Users(500-999 users)	ERM	\$50.00	Laserfiche RME Named Full Users (500-999 users) LSAP	ERMB	\$10.00
Laserfiche RME Named Full Users (1,000-1,499 users)	ERM	\$40.00	Laserfiche RME Named Full Users (1,000-1,499 users) LSAP	ERMB	\$8.00
Laserfiche RME Named Full Users(1,500-1,999 users)	ERM	\$35.00	Laserfiche RME Named Full Users (1,500-1,999 users) LSAP	ERMB	\$7.00
Laserfiche RME Named Full Users(2,000-2,999 users)	ERM	\$30.00	Laserfiche RME Named Full Users (2,000-2,999 users) LSAP	ERMB	\$6.00
Laserfiche RME Named Full Users(3,000-3,999 users)	ERM	\$26.00	Laserfiche RME Named Full Users (3,000-3,999 users) LSAP	ERMB	\$5.20
Laserfiche RME Named Full Users (4,000-4,999 users)	ERM	\$23.00	Laserfiche RME Named Full Users (4,000-4,999 users) LSAP	ERMB	\$4.60
Laserfiche RME Named Full Users (5,000-5,999 users)	ERM	\$20.00	Laserfiche RME Named Full Users (5,000-5,999 users) LSAP	ERMB	\$4.00
Laserfiche RME Named Full Users (6,000-6,999 users)	ERM	\$19.00	Laserfiche RME Named Full Users (6,000-6,999 users) LSAP	ERMB	\$3.80

Exhibit B

Laserfiche RME Named Full Users (7,000-7,999 users)	ERM	\$18.00	Laserfiche RME Named Full Users (7,000-7,999 users) LSAP	ERMB	\$3.60
Laserfiche RME Named Full Users (8,000-8,999 users)	ERM	\$17.00	Laserfiche RME Named Full Users (8,000-8,999 users) LSAP	ERMB	\$3.40
Laserfiche RME Named Full Users (9,000-9,999 users)	ERM	\$16.00	Laserfiche RME Named Full Users (9,000-9,999 users) LSAP	ERMB	\$3.20
Laserfiche RME Named Full Users (10,000-19,999 users)	ERM	\$15.00	Laserfiche RME Named Full Users (10,000-19,999 users) LSAP	ERMB	\$3.00
Laserfiche RME Named Full Users (20,000-29,999 users)	ERM	\$13.50	Laserfiche RME Named Full Users (20,000-29,999 users) LSAP	ERMB	\$2.70
Laserfiche RME Named Full Users (30,000-39,999 users)	ERM	\$12.00	Laserfiche RME Named Full Users (30,000-39,999 users) LSAP	ERMB	\$2.40
Laserfiche RME Named Full Users (40,000-49,999 users)	ERM	\$11.00	Laserfiche RME Named Full Users (40,000-49,999 users) LSAP	ERMB	\$2.20
Laserfiche RME Named Full Users (50,000+ users)	ERM	\$10.00	Laserfiche RME Named Full Users (50,000+ users) LSAP	ERMB	\$2.00
Laserfiche RME Named Retrieval Users (100 -199 users)	ENS-TBA	\$30.00	Laserfiche RME Named Retrieval Users (100 -199) LSAP	ENS- TBA	\$6.00
Laserfiche RME Named Retrieval Users (200-999 users)	ENR2	\$20.00	Laserfiche RME Named Retrieval Users (200-999 users) LSAP	ENR2B	\$4.00
Laserfiche RME Named Retrieval Users (1,000-9,999 users)	ENR10	\$10.00	Laserfiche RME Named Retrieval Users (1,000-9,999 users) LSAP	ENR10B	\$2.00
Laserfiche RME Named Retrieval Users(10,000-19,999 users)	ENR100	\$3.80	Laserfiche RME Named Retrieval Users (10,000-19,999 users) LSAP	ENR100B	\$0.80
Laserfiche RME Named Retrieval Users (20,000-20,999 users)	ENR200	\$3.40	Laserfiche RME Named Retrieval Users (20,000-20,999 users) LSAP	ENR200B	\$0.70
Laserfiche RME Named Retrieval Users (50,000+ users)	ENF500	\$2.50	Laserfiche RME Named Retrieval Users(50,000+ users) LSAP	ENF500B	\$0.50
Laserfiche Oracle Server Support (10% of total user cost)	EOS	\$0.00	Laserfiche Oracle Server Support (10% of total user cost) LSAP	EOSB	\$0.00
Laserfiche Connector (25-49 users)	ECNC	\$45.00	Laserfiche Connector (25-49 users) LSAP	ECNCB	\$9.00
Laserfiche Connector (50-99 users)	ECNC	\$41.65	Laserfiche Connector (50-99 users) LSAP	ECNCB	\$8.30
Laserfiche Connector (100-199 users)	ECNC	\$35.00	Laserfiche Connector (100-199 users) LSAP	ECNCB	\$7.00
Laserfiche Connector (200-499 users)	ECNC	\$30.00	Laserfiche Connector (200-499 users) LSAP	ECNCB	\$6.00
Laserfiche Connector (500-999 users)	ECNC	\$25.00	Laserfiche Connector (500-999 users) LSAP	ECNCB	\$5.00
Laserfiche Connector (1,000-1,499 users)	ECNC	\$20.00	Laserfiche Connector (1,000-1,999 users) LSAP	ECNCB	\$4.00
Laserfiche Connector (1,500-1,999 users)	ECNC	\$17.50	Laserfiche Connector (1,500-1,999 users) LSAP	ECNCB	\$3.50
Laserfiche Connector (2,000-2,999 users)	ECNC	\$15.00	Laserfiche Connector (2,000-2,999 users) LSAP	ECNCB	\$3.00
Laserfiche Connector (3,000-3,999 users)	ECNC	\$13.00	Laserfiche Connector (3,000-3,999 users) LSAP	ECNCB	\$2.60
Laserfiche Connector (4,000-4,999 users)	ECNC	\$11.50	Laserfiche Connector (4,000-4,999 users) LSAP	ECNCB	\$2.30
Laserfiche Connector (5,000-5,999 users)	ECNC	\$10.00	Laserfiche Connector (5,000-5,999 users) LSAP	ECNCB	\$2.00
Laserfiche Connector (6,000-6,999 users)	ECNC	\$9.50	Laserfiche Connector (6,000-6,999 users) LSAP	ECNCB	\$1.90
Laserfiche Connector (7,000-7,999 users)	ECNC	\$9.00	Laserfiche Connector (7,000-7,999 users) LSAP	ECNCB	\$1.80
Laserfiche Connector (8,000-8,999 users)	ECNC	\$8.50	Laserfiche Connector (8,000-8,999 users) LSAP	ECNCB	\$1.70
Laserfiche Connector (9,000-9,999 users)	ECNC	\$8.00	Laserfiche Connector (9,000-9,999 users) LSAP	ECNCB	\$1.60
Laserfiche Connector (10,000-19,999 users)	ECNC	\$7.50	Laserfiche Connector (10,000-19,999 users) LSAP	ECNCB	\$1.50
Laserfiche Connector (20,000-29,999 users)	ECNC	\$6.75	Laserfiche Connector (20,000-29,999 users) LSAP	ECNCB	\$1.35
Laserfiche Connector (30,000-39,999 users)	ECNC	\$6.00	Laserfiche Connector (30,000-39,999 users) LSAP	ECNCB	\$1.20
Laserfiche Connector (40,000-49,999 users)	ECNC	\$5.50	Laserfiche Connector (40,000-49,999 users) LSAP	ECNCB	\$1.10
Laserfiche Connector (50,000+ users)	ECNC	\$5.00	Laserfiche Connector (50,000+ users) LSAP	ECNCB	\$1.00
Laserfiche Forms Professional Full User (25-49 users)	EFRM	\$90.00	Laserfiche Forms Professional Full User (25-49 users) LSAP	EFRMB	\$18.00
Laserfiche Forms Professional Full User (50-99 users)	EFRM	\$83.00	Laserfiche Forms Professional Full User (50-99 users) LSAP	EFRMB	\$16.70
Laserfiche Forms Professional Full User (100-199 users)	EFRM	\$70.00	Laserfiche Forms Professional Full User (100-199 users) LSAP	EFRMB	\$14.00
Laserfiche Forms Professional Full User (200-499 users)	EFRM	\$60.00	Laserfiche Forms Professional Full User (200-499 users) LSAP	EFRMB	\$12.00
Laserfiche Forms Professional Full User (500-999 users)	EFRM	\$50.00	Laserfiche Forms Professional Full User (500-999 users) LSAP	EFRMB	\$10.00
Laserfiche Forms Professional Full User (1,000-1,499 users)	EFRM	\$40.00	Laserfiche Forms Professional Full User (1,000-1,999 users) LSAP	EFRMB	\$8.00
Laserfiche Forms Professional Full User (1,500-1,999 users)	EFRM	\$35.00	Laserfiche Forms Professional Full User (1,500-1,999 users) LSAP	EFRMB	\$7.00
Laserfiche Forms Professional Full User (2,000-2,999 users)	EFRM	\$30.00	Laserfiche Forms Professional Full User (2,000-2,999 users) LSAP	EFRMB	\$6.00
Laserfiche Forms Professional Full User (3,000-3,999 users)	EFRM	\$26.00	Laserfiche Forms Professional Full User (3,000-3,999 users) LSAP	EFRMB	\$5.20
Laserfiche Forms Professional Full User (4,000-4,999 users)	EFRM	\$23.00	Laserfiche Forms Professional Full User (4,000-4,999 users) LSAP	EFRMB	\$4.60
Laserfiche Forms Professional Full User (5,000-5,999 users)	EFRM	\$20.00	Laserfiche Forms Professional Full User (5,000-5,999 users) LSAP	EFRMB	\$4.00
Laserfiche Forms Professional Full User (6,000-6,999 users)	EFRM	\$19.00	Laserfiche Forms Professional Full User (6,000-6,999 users) LSAP	EFRMB	\$3.80
Laserfiche Forms Professional Full User (7,000-7,999 users)	EFRM	\$18.00	Laserfiche Forms Professional Full User (7,000-7,999 users) LSAP	EFRMB	\$3.60
Laserfiche Forms Professional Full User (8,000-8,999 users)	EFRM	\$17.00	Laserfiche Forms Professional Full User (8,000-8,999 users) LSAP	EFRMB	\$3.40
Laserfiche Forms Professional Full User (9,000-9,999 users)	EFRM	\$16.00	Laserfiche Forms Professional Full User (9,000-9,999 users) LSAP	EFRMB	\$3.20
Laserfiche Forms Professional Full User (10,000-19,999 users)	EFRM	\$15.00	Laserfiche Forms Professional Full User (10,000-19,999 users) LSAP	EFRMB	\$3.00

Exhibit B

Laserfiche Forms Professional Full User (20,000-29,999 users)	EFRM	\$13.50	Laserfiche Forms Professional Full User (20,000-29,999 users) LSAP	EFRMB	\$2.70
Laserfiche Forms Professional Full User (30,000-39,999 users)	EFRM	\$12.00	Laserfiche Forms Professional Full User (30,000-39,999 users) LSAP	EFRMB	\$2.40
Laserfiche Forms Professional Full User (40,000-49,999 users)	EFRM	\$11.00	Laserfiche Forms Professional Full User (40,000-49,999 users) LSAP	EFRMB	\$2.20
Laserfiche Forms Professional Full User (50,000+ users)	EFRM	\$10.00	Laserfiche Forms Professional Full User (50,000+ users) LSAP	EFRMB	\$2.00
Laserfiche Forms Portal Add-on	EPFRM	\$7,995.00	Laserfiche Forms Portal Add-on LSAP	EPFRMB	\$1,600.00
Laserfiche Forms Enterprise Portal Add-on	EPXFRM	\$24,000.00	Laserfiche Forms Enterprise Portal Add-on LSAP	EPXFRMB	\$4,800.00
Laserfiche Forms Authenticated Participants (1-49 users)	EAFRM001	\$200.00	Laserfiche Forms Authenticated Participants (1-49 users) LSAP	EAFRM001B	\$40.00
Laserfiche Forms Authenticated Participants (50-199 users)	EAFRM005	\$140.00	Laserfiche Forms Authenticated Participants (50-199 users) LSAP	EAFRM005B	\$28.00
Laserfiche Forms Authenticated Participants (200-499 users)	EAFRM02	\$99.00	Laserfiche Forms Authenticated Participants (200-499 users) LSAP	EAFRM02B	\$19.80
Laserfiche Forms Authenticated Participants (500-999 users)	EAFRM05	\$70.00	Laserfiche Forms Authenticated Participants (500-999 users) LSAP	EAFRM05B	\$14.00
Laserfiche Forms Authenticated Participants (1,000-1,999 users)	EAFRM10	\$56.00	Laserfiche Forms Authenticated Participants (1,000-1,999 users) LSAP	EAFRM10B	\$11.20
Laserfiche Forms Authenticated Participants (2,000-2,999 users)	EAFRM20	\$38.00	Laserfiche Forms Authenticated Participants (2,000-2,999 users) LSAP	EAFRM20B	\$7.60
Laserfiche Forms Authenticated Participants (3,000-4,999 users)	EAFRM30	\$32.00	Laserfiche Forms Authenticated Participants (3,000-4,999 users) LSAP	EAFRM30B	\$6.40
Laserfiche Forms Authenticated Participants (5,000+ users)	EAFRM50	\$26.00	Laserfiche Forms Authenticated Participants (5,000+ users) LSAP	EAFRM50B	\$5.20
Laserfiche Quick Fields	QC5	\$595.00	Laserfiche Quick Fields LSAP	QC5B	\$120.00
Laserfiche Quick Fields Basic	QC4	\$2,500.00	Laserfiche Quick Fields Basic LSAP	QC4B	\$500.00
Laserfiche Quick Fields Core	QC1	\$5,000.00	Laserfiche Quick Fields Core LSAP	QC1B	\$1,000.00
Laserfiche Quick Fields Classify	QC2	\$7,500.00	Laserfiche Quick Fields Classify LSAP	QC2B	\$1,500.00
Laserfiche Quick Fields Context	QC3	\$10,000.00	Laserfiche Quick Fields Context LSAP	QC3B	\$2,000.00
Laserfiche Quick Fields Complete	QCX	\$15,000.00	Laserfiche Quick Fields Complete LSAP	QCXB	\$3,000.00
Laserfiche Quick Fields Agent	QFA	\$10,000.00	Laserfiche Quick Fields Agent LSAP	QFAB	\$2,000.00
Laserfiche QF Auto Stamp/Redaction/Bates Num (upgrades only)	QC6	\$500.00	Laserfiche QF Auto Stamp/Redaction/Bates Num. (upgrades only) LSAP	QC6B	\$100.00
Laserfiche Quick Fields Document Classification (upgrades only)	QC9	\$5,000.00	Laserfiche Document Classification (upgrades only) LSAP	QC9B	\$1,000.00
Laserfiche Import Agent	IA	\$1,500.00	Laserfiche Import Agent LSAP	IAB	\$300.00
Laserfiche ScanConnect	SC01	\$165.00	Laserfiche ScanConnect LSAP	SC01B	\$33.00
Laserfiche ScanConnect 5-pack	SC05	\$660.00	Laserfiche ScanConnect 5-pack LSAP	SC05B	\$132.00
Laserfiche ScanConnect 10-pack	SC10	\$915.00	Laserfiche ScanConnect 10-pack LSAP	SC10B	\$183.00
Laserfiche Plus for Digital Archiving	PLUS1	\$10,000.00	Laserfiche Plus for Digital Archiving LSAP	PLUS1B	\$2,000.00
Laserfiche Plus for Publishing	PLUS2	\$3,800.00	Laserfiche Plus for Publishing LSAP	PLUS2B	\$1,600.00
Laserfiche SDK Toolkit	TK	\$2,500.00	Laserfiche SDK Toolkit LSAP	TKB	\$750.00
Laserfiche Docusign Connector LSAP	EDCSI	\$0.00	Laserfiche Docusign Connector LSAP	EDCSIB	\$300.00
Laserfiche Laser App Connector LSAP	ELASR	\$300.00	Laserfiche Laser App Connector LSAP	ELASRB	\$60.00
Laserfiche Integration with eCopy	ETKCON	\$1,495	Laserfiche Integration with eCopy LSAP	ETKCONB	\$299.00
Laserfiche Integration with eCopy - 5 pack	ETKCON5	\$5,975	Laserfiche Integration with eCopy - 5 pack LSAP	ETKCON5B	\$1,195.00
Laserfiche Integration with DocuSign	MDCSI	\$0.00	Laserfiche Docusign Connector LSAP	MDCSIB	\$300.00
Laserfiche Integration with SIGNIX	MSGNX	\$0.00	Laserfiche SIGNIX Connector	MSGNX	\$300.00
ECS-Laserfiche Energov Integration	ECSTE	\$10,000.00	ECS-Laserfiche Energov Integration	ECSTEB	\$2,000.00
Kofax to Laserfiche Export Connector	KLEC	\$1,495.00	Kofax to Laserfiche Export Connector Annual Support	KLECA	\$300.00
Laserfiche Keyed Integrator's License - Accela (25 connections)	EACLA	\$0.00	Laserfiche Keyed Integrator's License - Accela (25 connections)	EACLA	\$3,000.00
Laserfiche Keyed Integrator's License - EnerGov (25 connections)	EENERGOV	\$0.00	Laserfiche Keyed Integrator's License - EnerGov (25 connections)	EENERGOV	\$3,000.00
Laserfiche Keyed 3rd Party Integration Connector (X connections)	TBD	\$0.00	Laserfiche Rio 3rd Party Integration Connector (X connections) LSAP	TBD	TBD
Laserfiche Subscription Process User (25-49) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (25-49) (Forms & Retrievals)	JPRC	\$270.00
Laserfiche Subscription Process User (50-99) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (50-99) (Forms & Retrievals)	JPRC	\$265.00
Laserfiche Subscription Process User (100-199) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (100-199) (Forms & Retrievals)	JPRC	\$252.00
Laserfiche Subscription Process User (200-499) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (200-499) (Forms & Retrievals)	JPRC	\$226.00
Laserfiche Subscription Process User (500-999) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (500-999) (Forms & Retrievals)	JPRC	\$193.00
Laserfiche Subscription Process User (1000-1499) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (1000-1499) (Forms & Retrievals)	JPRC	\$162.00
Laserfiche Subscription Process User (1500-1999) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (1500-1999) (Forms & Retrievals)	JPRC	\$144.00
Laserfiche Subscription Process User (2000-2999) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (2000-2999) (Forms & Retrievals)	JPRC	\$123.00
Laserfiche Subscription Process User (3000-3999) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (3000-3999) (Forms & Retrievals)	JPRC	\$98.00
Laserfiche Subscription Process User (4000+) (Forms & Retrievals)	JPRC	\$0	Laserfiche Subscription Process User (4000+) (Forms & Retrievals)	JPRC	\$88.00

Exhibit B

Laserfiche Subscription Participants (10-49) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (10-49) (Forms & Retrievals)	JPAR	\$97.00
Laserfiche Subscription Participants (50-199) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (50-199) (Forms & Retrievals)	JPAR	\$68.00
Laserfiche Subscription Participants (200-499) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (200-499) (Forms & Retrievals)	JPAR	\$48.00
Laserfiche Subscription Participants(500-999) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants(500-999) (Forms & Retrievals)	JPAR	\$34.00
Laserfiche Subscription Participants (1000-1999) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (1000-1999) (Forms & Retrievals)	JPAR	\$28.00
Laserfiche Subscription Participants (2000-2999) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (2000-2999) (Forms & Retrievals)	JPAR	\$19.00
Laserfiche Subscription Participants (3000-4999) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (3000-4999) (Forms & Retrievals)	JPAR	\$16.00
Laserfiche Subscription Participants (5000+) (Forms & Retrievals)	JPAR	\$0	Laserfiche Subscription Participants (5000+) (Forms & Retrievals)	JPAR	\$13.00
Laserfiche Community Users (Block of 500 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 500 Licenses)	JCOMM	\$9,700.00
Laserfiche Community Users (Block of 1000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 1000 Licenses)	JCOMM	\$14,550.00
Laserfiche Community Users (Block of 2000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 2000 Licenses)	JCOMM	\$19,400.00
Laserfiche Community Users (Block of 5000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 5000 Licenses)	JCOMM	\$29,100.00
Laserfiche Community Users (Block of 10000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 10000 Licenses)	JCOMM	\$38,800.00
Laserfiche Community Users (Block of 25000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 25000 Licenses)	JCOMM	\$48,500.00
Laserfiche Community Users (Block of 50000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 50000 Licenses)	JCOMM	\$58,200.00
Laserfiche Community Users (Block of 100000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 100000 Licenses)	JCOMM	\$77,600.00
Laserfiche Community Users (Block of 500000 Licenses) (Forms & Retrievals)	JCOMM	\$0	Laserfiche Community Users (Block of 500000 Licenses)	JCOMM	\$97,000.00
Laserfiche Education Users (Block of 2000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 2000 Licenses) (Forms & Retrievals)	JEDCOM	\$9,700.00
Laserfiche Education Users (Block of 5000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 5000 Licenses) (Forms & Retrievals)	JEDCOM	\$14,550.00
Laserfiche Education Users (Block of 10000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 10000 Licenses) (Forms & Retrievals)	JEDCOM	\$19,400.00
Laserfiche Education Users (Block of 25000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 25000 Licenses) (Forms & Retrievals)	JEDCOM	\$24,250.00
Laserfiche Education Users (Block of 50000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 50000 Licenses) (Forms & Retrievals)	JEDCOM	\$29,100.00
Laserfiche Education Users (Block of 100000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 100000 Licenses) (Forms & Retrievals)	JEDCOM	\$38,800.00
Laserfiche Education Users (Block of 500000 Licenses) (Forms & Retrievals)	JEDCOM	\$0	Laserfiche Education Users (Block of 500000 Licenses) (Forms & Retrievals)	JEDCOM	\$48,500.00
Laserfiche Subscription Weblink (25 concurrent users)	JPPM25	\$0	Laserfiche Subscription Weblink (25 concurrent users)	JPPM25	\$12,130.00
Laserfiche Subscription Weblink (50 concurrent users)	JPPM50	\$0	Laserfiche Subscription Weblink (50 concurrent users)	JPPM50	\$16,200.00
Laserfiche Subscription Weblink (100 concurrent users)	JPPM100	\$0	Laserfiche Subscription Weblink (100 concurrent users)	JPPM100	\$20,800.00
Laserfiche Subscription Weblink (unlimited users)	JPPMX	\$0	Laserfiche Subscription Weblink (unlimited users)	JPPMX	\$26,200.00
Laserfiche Subscription Forms Portal	JEPFRM	\$0	Laserfiche Subscription Forms Portal	JEPFRM	\$3,880.00
Laserfiche Subscription ScanConnect	JSCO1	\$0	Laserfiche Subscription ScanConnect	JSCO1	\$90
Laserfiche Subscription ScanConnect 5-Pack	JSC05	\$0	Laserfiche Subscription ScanConnect 5-Pack	JSC05	\$330
Laserfiche Subscription ScanConnect 10-Pack	JSC10	\$0	Laserfiche Subscription ScanConnect 10-Pack	JSC10	\$450
Laserfiche Subscription Plus	JPLUS	\$0	Laserfiche Subscription Plus	JPLUS	\$1,850
Laserfiche Subscription SDK	JTK	\$0	Laserfiche Subscription SDK	JTK	\$1,220
Laserfiche Connector for Ricoh for Laserfiche Rio	ERC	\$400.00	Laserfiche Connector for Ricoh for Laserfiche Rio LSAP	ERCB	\$80.00
Laserfiche Connector for Samsung for Laserfiche RIO	ESMC	\$400.00	Laserfiche Connector for Samsung for Laserfiche RIO	ESMCB	\$80.00
DocuNav GeoDocs for ArcGIS (Service Community <10,000)	DNGEOT1EN	\$5,000.00	DocuNav GeoDocs for ArcGIS (Service Community <10,000) Mant.	DNGEOT1EN	\$1,500.00
DocuNav GeoDocs for ArcGIS (Service Community 10,000-50,000)	DNGEOT2EN	\$10,000.00	DocuNav GeoDocs for ArcGIS (Service Community 10,000-50,000) Mant.	DNGEOT2EN	\$3,000.00
DocuNav GeoDocs for ArcGIS (Service Community 50,000-100,000)	DNGEOT3EN	\$18,000.00	DocuNav GeoDocs for ArcGIS (Service Community 50,000-100,000) Mant.	DNGEOT3EN	\$5,400.00
DocuNav GeoDocs for ArcGIS (Service Community 100,000-600,000)	DNGEOT4EN	\$25,000.00	DocuNav GeoDocs for ArcGIS (Service Community 100,000-600,000) Mant.	DNGEOT4EN	\$7,500.00
DocuNav GeoDocs for ArcGIS (Service Community >600,000)	DNGEOT5EN	\$50,000.00	DocuNav GeoDocs for ArcGIS (Service Community >600,000) Mant.	DNGEOT5EN	\$15,000.00