

**SECOND AMENDMENT TO SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT WITH
COMPULINK MANAGEMENT CENTER, INC.**

THIS SECOND AMENDMENT to the above-referenced agreement is entered into on June 6, 2023, by and between Compulink Management Center, Inc. dba Laserfiche ("Laserfiche"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2014-144, which commenced on June 12, 2014, by which Laserfiche agreed to provide Laserfiche Enterprise Software Licenses and Professional Services ("Agreement"). The Agreement provides for a perpetual license for the use of the software license and provides varied terms for the services related to the use of the software license. The Agreement remains in effect.
- B. On June 4, 2019, the parties entered into a First Amendment to the Agreement to amend the Agreement to remove services no longer provided by Laserfiche and amend the renewal periods, pricing, and the noted designatee for the City related to the continuation of professional services by Laserfiche. The First Amendment ran until June 30, 2022.
- C. On April 8, 2022, the parties exercised their option to extend the Agreement until June 30, 2023.
- D. The parties wish to further amend the Agreement to include an updated pricing quote, increase the overall compensation, and extend the term of the Agreement, as amended.

The Parties therefore agree:

- 1. **Schedule A – Laserfiche Software Purchased and Price Schedule**, is hereby replaced with the attached amended and restated Schedule A, incorporated herein by this reference. All references in the Agreement to Schedule A, shall henceforth refer to the attached amended and restated Schedule A to this Second Amendment.
- 2. **Schedule D – Description of Professional Services**, is hereby replaced with the attached amended and restated Schedule D, incorporated herein by this reference. All references in the Agreement to Schedule D shall henceforth refer to the attached amended and restated Schedule D to this Second Amendment.
- 3. **Section 1 – Term**, is hereby amended to read in its entirety as follows:
 - l.a. Software Licenses – All software licenses purchased by the City, during this Agreement, are considered perpetual and can only be terminated in accordance with Section 14, below.
 - l.b. The parties hereby agree to extend the current term for an additional five (5) year period from July 1, 2023 through June 30, 2028 for purposes of the products or services identified in

Schedule A and Schedule D.

I.e. City agrees to pay, and Laserfiche agrees to accept as total payment for its services for City, the rates and charges identified in Schedule A and Schedule D. The amount to be expended in furtherance of the renewal of this Agreement from July 1, 2023 through June 30, 2028, shall not exceed \$800,000.

4. Except as modified by this Second Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement and the First Amendment, the terms of this Second Amendment and any attachments hereto shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

**Compulink Management Center, Inc.
dba Laserfiche**

By: Jose Montoya
JOSE MONTOYA
Assistant City Attorney

DocuSigned by:
Peter Wayman
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By: Peter Wayman
Title: President

RECOMMENDED FOR APPROVAL

J. Ciulla
JACK CIULLA
Chief Innovations Officer
Information Technology

SCHEDULE A

SCHEDULE A

April 4, 2023

City of Santa Ana
20 Civic Center Plaza, M30
Santa Ana, CA 92702

Re: Laserfiche Quote for City of Santa Ana– LSSP Renewal 2023-2024 V3 with Records Management

Customer #: 12319

Renewal Date: 6/18/2023

Quote #: RNW0000046004

Laserfiche Software Support Plan - New 5-Year Terms	Proposed Rates	Calculation Explanation
2023-2024 LSSP Total	\$74,890.91	3% Increase of 2022-2023 renewal calculated pre-records management, plus RM LSSP at cost
2024-2025 LSSP Total	\$74,890.91	No Change from previous renewal
2025-2026 LSSP Total	\$75,639.82	1% increase from previous renewal
2026-2027 LSSP Total	\$77,909.01	3% increase from previous renewal
2027-2028 LSSP Total	\$80,246.28	3% increase from previous renewal

1. Future Expansions sold at NCPA List Pricing

N.B. All software, licenses, and documentation will be made available for download electronically through secure access to Laserfiche internal servers via FTP or HTTP protocol so that they WILL NOT be delivered or shipped on tangible media.

LSSP Support covers defects in the core Laserfiche software. **Billable services** cover all non-support related issues. Laserfiche will do all of the necessary research to determine a support issue's root cause. If the cause is not covered under **LSSP Support**, all future work related to the issue will be treated as a new **billable services** project.

Not covered under **LSSP Support** are situations where something "breaks" as a result of a customer trying to change the system, or a customer needs Laserfiche's consultation to better understand the system.

Please remit purchase order or billing approval to:

Kristen Petruzzelli
Senior Customer Success Manager | Laserfiche
562-988-1688 x 129
Kristen.petruzzelli@laserfiche.com

For billing inquiries and payment options please contact Ellen Castillo, x532, ecastillo@laserfiche.com.

SCHEDULE D

SCHEDULE D

April 27, 2023

City of Santa Ana
20 Civic Center Plaza, M30
Santa Ana, CA 92702

Re: Laserfiche Consulting VIP Packages - Budgetary

Customer #: 12319

VIP Packages Options		
Number of Hours	Price	Per Hour Charge
24	\$5,400.00	\$225.00
40	\$8,100.00	\$202.50
80	\$14,400.00	\$180.00

VIP:

The Laserfiche Consulting Group offers VIP Service Contracts that serve as blocks of professional services sold at a reduced rate. VIP hours can be used for additional systems configuration, consulting or training throughout the year and ensure that small projects can be completed quickly without going through the work order/purchase order process. Additionally, LFC provides the following services as part of our VIP program:

- **Dedicated Support Engineer** – An LFC Support Engineer will serve as your primary contract for Laserfiche support through a direct telephone line.
- **On-site Support** – The on-site training and on-site support hours can also be used for training on advanced features, new staff, or refresher courses.
- **Remote Access Support** – Your dedicated LFC Support Engineer can dial into your Laserfiche server remotely to start the troubleshooting process in advance of any on-site work needed. Support hours can be used for upgrade installation, problem solving, and consulting.

To schedule VIP assistance, please reach out to your Customer Success Manager to have the request placed in the "VIP Resource Queue" to have a Laserfiche resource and kickoff date assigned.