

CONTRACT AMENDMENT #1

Date: 12/18/2020 | 1:03 PM EST

Issued by: County of Dinwiddie

Vendor: MCCI, LLC

Contract #: 20-0029

Description: Laserfiche

This Supplemental Agreement is entered into pursuant to the provision of the original contract.

Description of Modification:

1. Add additional Laserfiche Rio Quick Fields Core License per Quote 18349 for a one-time fee of Six Thousand Two Hundred Twenty-Six and 26/100 Dollars (\$6,226.26). Recurring Annual Support/Subscription Fees will be Seven Hundred Ninety-Seven and 26/100 Dollars (\$797.26).
2. Revise the last sentence of Section 2 to read:
 “At no time shall the cumulative cost of the Contract exceed One Hundred Twenty-Five Thousand and no/100 dollars (\$125,000) without prior approval from the Dinwiddie County Board of Supervisors.”

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Dinwiddie County, Virginia

MCCI, LLC

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Donny Barstow*

Print Name/Title:
Donny Barstow

Approved as to form:

Department Approval:

X *William Hefty*

William Hefty
Legal Counsel

X *Norman Cohen*

Norman Cohen
Director of Information Technology

PRICING: LASERFICHEComplete and return to:
salesoperations@mccinnovations.com3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax**Ship/Bill to:** Jeremy Hodo
jhodo@dinwiddieva.us**Client Name:** Dinwiddie County, VA
Quote Number: 18349
Quote Type: Expansion**Quote Date:** December 08, 2020

Product Description:	Qty.	Unit Cost	NCPA 11-26	Total	Prorated 9.567 Months
CONTENT SERVICES SOFTWARE LICENSING FOR RIO					
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Core <i>Includes Quick Fields, Scripting Kit, and Validation packages for Bar Code, Real-Time Lookup, and Zone OCR.</i>	1	\$5,000.00	\$4,650.00	\$4,650.00	N/A
Laserfiche Software Subtotal				\$4,650.00	\$4,650.00
GRAND TOTAL - ONE-TIME SOFTWARE				\$4,650.00	\$4,650.00

Product Description:	Qty.	Unit Cost	NCPA 11-26	Annual Total	Prorated 9.567 Months
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC					
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Core <i>Includes Quick Fields, Scripting Kit, and Validation packages for Bar Code, Real-Time Lookup, and Zone OCR.</i>	1	\$1,000.00	\$1,000.00	\$1,000.00	\$797.26
Laserfiche Annual Recurring Software Support Subtotal				\$1,000.00	\$797.26
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$1,000.00	\$797.26

For budgetary purposes, the Client should include \$1,000.00 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.

Service Description:	Qty.	Unit Cost	NCPA 11-26	Total	Prorated 9.567 Months
MCCI SERVICE PACKAGES					
<input checked="" type="checkbox"/> Implementation Services Package <i>Cost is based on the current components provided herein. MCCI's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$820.00	\$779.00	\$779.00	N/A
Service Packages Subtotal				\$779.00	\$779.00

GRAND TOTAL - ONE-TIME SERVICES	\$779.00	\$779.00
TOTAL LASERFICHE PROJECT COST	\$6,429.00	\$6,226.26

All Quotes Expire in 30 Days

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

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

PRODUCT ORDER

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> Within 30 days of receipt of Order.

BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> Initial Sale: Upon delivery of software or activation of the subscription. Annual Renewal: 75 days in advance of expiration date.
Service Packages	<ul style="list-style-type: none"> Upon delivery completion and Client acceptance.

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.

SERVICE PACKAGES

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist the Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (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.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that the Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

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.

LASERFICHE LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE				
	Avante	Rio	Subscription	Cloud
Application Servers	1	Unlimited	Unlimited	1 (Hosted)
Repositories	1-15 (1 included)	Unlimited	Unlimited	1
Database Options	SQL Express, SQL	SQL	SQL	Amazon Web Services
Web Admin Console	Included	Included (Directory Server)	Included (Directory Server)	Included
FULL USE ACCESS LICENSES				
	Avante	Rio	Subscription	Cloud
Full Named Users	Minimum of 1	Minimum of 25	Minimum of 10	Minimum of 1
Workflow	Included	Included	Included	With Process Automation
Snapshot	Included	Included	Included	Included
Email	Included	Included	Included	Included
Web Client	Included	Included	Included	Included
Mobile Access	Included	Included	Included	Included
Digital Signatures	Add-on Option	Included	Included	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)	Included (Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option	Included	Included
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+	Included with v10.2.1+	With Process Automation
Forms Professional	Add-on Option	Add-on Option	Included	With Process Automation
LIMITED USE ACCESS LICENSES				
	Avante	Rio	Subscription	Cloud
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned	Not Available	Not Available
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned	Not Available	Not Available
Participant Users	Add-on Option	Add-on Option	Not Available	Not Available
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option	Add-on Option	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option	Add-on Option	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option	Add-on Option	Not Available
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option	Add-on Option	Not Available
Enterprise Identity Management	Not Available	Add-on Option*	Add-on Option*	Not Available
MODULE BASED LICENSES				
	Avante	Rio	Subscription	Cloud
Import Agent	Add-on Option	Add-on Option	Included	Included
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))	Options: 25, 50, 100, Unlimited (Per Laserfiche Application Server)	100 Views/Month Included Options: 1,000, 10,000, 100,000 Views/Month
Records Management	Add-on Option	Add-on Option	Included	Included
Quick Fields ††	Add-on Option	Add-on Option	Included	Add-on Option
Forms Portal	Add-on Option	Add-on Option	Add-on Option	Options: 1,000, 10,000, 100,000 Submissions/Month
Enterprise Forms Portal #	Add-on Option	Add-on Option	Not Available	Not Available

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

*Licensed by total number of users (Named, Participant, Community and Education).


Certificate Of Completion

Envelope Id: 57613781452943D69D29992D530B7A8B	Status: Completed
Subject: MCCI Contract Amendment 1	
Source Envelope:	
Document Pages: 8	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 172.243.130.48

Record Tracking

Status: Original	Holder: Hollie Casey	Location: DocuSign
12/16/2020 12:24 PM	hc Casey@dinwiddieva.us	

Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 12/16/2020 12:33 PM Viewed: 12/17/2020 01:32 PM Signed: 12/17/2020 01:32 PM
	Signature Adoption: Drawn on Device Using IP Address: 108.4.15.163	


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Norm Cohen ncohen@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 12/17/2020 01:32 PM Viewed: 12/17/2020 02:40 PM Signed: 12/17/2020 02:40 PM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

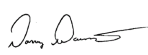
Electronic Record and Signature Disclosure:

Accepted: 12/17/2020 | 02:40 PM
ID: a2160111-d03a-4dde-87f4-c92a3e6a533a
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 12/17/2020 02:40 PM Viewed: 12/17/2020 02:46 PM Signed: 12/17/2020 02:46 PM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Donny Barstow dwb@mccinnovations.com President & CEO Mcci Security Level: Email, Account Authentication (None)		Sent: 12/18/2020 07:24 AM Viewed: 12/18/2020 01:01 PM Signed: 12/18/2020 01:03 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 65.140.1.154	

Electronic Record and Signature Disclosure:

Accepted: 12/18/2020 | 01:01 PM
ID: d50c9fee-20de-485d-b72c-92367d0b2938
Company Name: Dinwiddie County

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
MCCI salesoperations@mccinnovations.com Sales Operations MCCI, LLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/17/2020 06:47 PM ID: 8952f758-91d8-424e-ba27-3fb5e374e5a2 Company Name: Dinwiddie County	COPIED	Sent: 12/18/2020 07:24 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/16/2020 12:33 PM
Certified Delivered	Security Checked	12/18/2020 01:01 PM
Signing Complete	Security Checked	12/18/2020 01:03 PM
Completed	Security Checked	12/18/2020 01:03 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.