ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 20-019-EP
AMENDMENT NUMBER 2

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 20-019-EP ("Main Agreement") dated September 12, 2019 between ImageSoft, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Exhibit A - Scope of Work, is hereby revised to add TrueSign Upgrade services per Attachment A to this amendment.
2. The County will pay the Contractor for TrueSign Upgrade services per the pricing and payment schedule in Attachment A to this amendment.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

COUNTY, VIRGINIA

AUTHORIZED

SIGNATURE: _Sy Gezachew_

NAME: SY GEZACHEW

TITLE: PROCUREMENT OFFICER

DATE: 5/28/2021

IMAGESOFT, INC.

AUTHORIZED

SIGNATURE: _Scott Bade_

NAME: Scott Bade

TITLE: President

DATE: 5/28/2021

Statement of Work

Statement of Work No.	21528
Revision No.	0
Customer Name:	Arlington County
Project Name:	TrueSign Upgrade
ImageSoft Contact:	Paul Gorman
Contract Type:	Time and Material
Submitted Date:	5/18/2021

This Statement of Work ("SOW") is made and entered into by and between i3-ImageSoft, LLC., a Delaware Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and Arlington County with its principal offices at 1425 N Courthouse Road, Arlington, VA 22201 ("Customer"):

This SOW is to be attached to and is hereby made a part of the Agreement No. 20-019-EP ("Agreement") entered into by and between Customer and ImageSoft dated 9/12/2019.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement ("SMA") entered into by and between Customer and ImageSoft dated 9/12/2019.

To the extent that any terms and conditions contained in the related Agreement or SMA are in conflict with, or in addition to the terms and conditions of this SOW, the terms and conditions of this SOW shall control.

Introduction

Customer has requested the following SOW for ImageSoft to assist with the following business requirements:

- Customer would like to upgrade their version of TrueSign to the latest release available and update the following workflows as needed:
    - CCT Clerk Administration – Update the ad hoc signature task to the TrueSign URL.
    - CCT Clerk – Update the ad hoc signature task to point to the TrueSign URL.
    - CCT Judicial – Update the ad hoc signature task to point to the TrueSign URL and update the batch sign ad hoc task.

Scope and Deliverables

To implement the proposed services, ImageSoft will undertake the following tasks:

- Conduct Environment Review
- Install new TrueSign configuration (three (3) workflows)
- Assist with User Acceptance Testing
- Migrate to Production Environment
- Provide Go-live Support

Investment

ImageSoft will provide the assistance up to the number of hours listed in *Service Fees* below. Work performed beyond the hours specified in the *Service Fees* must be authorized by signing a Project Change Request.

Service Fees	Unit Cost	# Units	Cost
Professional Services			
Professional Services	$195	26	$5,070
Service Fees Subtotal			**$5,070**
Total			
			Cost
Grand Total			**$5,070**

Payment Schedule

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a time and materials basis. ImageSoft will only bill for the actual hours expended on behalf of the Customer and has made a best-estimate based on current available information. Customer will be bi-weekly for Service Fees. All payments will be due on a Net-30 day basis.

A purchase order or signed agreement is required to be in place to cover all ImageSoft hours and expenses.

Key Assumptions

The following assumptions were made when estimating pricing for this SOW:

- The ImageSoft professional services team often requires two to four (2-4) weeks lead time to start a new Engagement. Please check with your ImageSoft Account Representative for details on current project lead time. ImageSoft will provide the services to this contract according to a mutually defined schedule.
- Customer will designate a central point of contact for the engagement.
- An ImageSoft Project Manager will be assigned to track progress and hold bi-weekly status calls. No status reports will be delivered. Estimated effort per week is 1 hour over 2 weeks.
- Services will be provided remotely.
- Customer will provide VPN access to implementation team to facilitate remote development. Additional security requests prior to providing access may be requested by customer.
- Customer is responsible for maintaining adequate data backups, at all times, to protect against loss of data.

Project Change Authorization Procedure

A Project Change Request ("PCR") will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.

The following process will be followed if a change to this SOW is required:

- A change is proposed by either party's Project Manager and discussed.
- The Project Team will investigate scope, schedule, and cost impacts of the proposed change.
- A PCR will be created by ImageSoft Project Manager and submitted for internal review and approval.
- The Account Executive and/or ImageSoft Project Manager will submit the PCR to the Customer Project Manager for review.

- A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. ImageSoft will invoice Customer for any such charges when incurred as per the PCR deliverables.

Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.