

CONTRACT AMENDMENT #3

Date: 5/26/2021 | 4:48 AM EDT

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. Provide an enterprise system review of Laserfiche per the quote dated May 18, 2021. This will be done for a one-time fee of Four Thousand Six Hundred Twenty-Two and 75/100 dollars (\$4,622.75)

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*

X *Donny Barstow*

W. Kevin Massengill
County Administrator

Print Name/Title:
Donny Barstow - President

Approved as to form:

Department Approval:

X *William Hefty*

X *Norman Cohen*

William Hefty
Legal Counsel

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**Bill/ Ship to:** Jeremy Hodo
jhodo@dinwiddieva.us
cc AP Contact: accounting@dinwiddieva.us**Client Name:** Dinwiddie County
Quote Number: 19945
Quote Type: Services**Quote Date:** May 18, 2021

| <i>Service Description:</i> | <i>Qty.</i> | <i>Unit Cost</i> | <i>NCPA 11-26</i> | <i>Total</i> |
|--|-------------|------------------|-------------------|-------------------|
| MCCI SERVICE PACKAGES | | | | |
| <input checked="" type="checkbox"/> Enterprise System Review of Laserfiche | 1 | \$5,945.00 | \$5,647.75 | \$5,647.75 |
| Service Packages Subtotal | | | | \$5,647.75 |

| | |
|--|-------------------|
| GRAND TOTAL - ONE-TIME SERVICES | \$5,647.75 |
|--|-------------------|

| | | | | |
|---|---|--|--|---------------------|
| <input checked="" type="checkbox"/> One-time Discount | 1 | | | (\$1,025.00) |
| <i>Discount is based on this quote and if the quote changes the discount amount is subject to change.</i> | | | | |

| | |
|--------------------------------------|-------------------|
| TOTAL LASERFICHE PROJECT COST | \$4,622.75 |
|--------------------------------------|-------------------|

*All Quotes Expire in 30 Days***This is NOT an invoice. Please use this confirmation to initiate your purchasing process.****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.

BILLING TERMS

MCCi will invoice Client as follows:

| Product/Service Description | Timing of Billing |
|-----------------------------|--|
| Service Packages | 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

ENTERPRISE SYSTEM REVIEW OF LASERFICHE

MCCi DELIVERABLES

- Review data structure (folder structure, metadata, etc.)
- Perform Security review and configuration
- Review current paper/electronic Forms and Workflow/Capture
- Assess current training needs
- Interview departments not using Laserfiche
- Review utilization of Laserfiche Records Management Module
- Assess Integration/Mobile Access Needs
- Present verbal report of findings

CLIENT REQUIREMENTS

- Attendance by CIO/IT Director, Application administrators, departmental managers, and any other leadership members

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.

SIGNATURE PAGE

MCCi, LLC

By: _____

Name: _____

Title: _____

Date: _____

DINWIDDIE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: 723FCDF0A3794E0D8E7F61C00E88A3A1

Status: Completed

Subject: MCCI Contract Amendment 3

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@dinwiddieva.us

Enveloped Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

5/24/2021 | 10:26 AM

hcasey@dinwiddieva.us

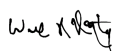
Signer Events**Signature****Timestamp**

William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)

Sent: 5/24/2021 | 10:28 AM

Viewed: 5/24/2021 | 04:37 PM

Signed: 5/24/2021 | 04:38 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: 5/24/2021 | 04:38 PM

Viewed: 5/24/2021 | 06:08 PM

Signed: 5/25/2021 | 09:30 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 139.60.228.178**Electronic Record and Signature Disclosure:**

Accepted: 5/24/2021 | 06:08 PM

ID: f16ce1af-7d81-49e2-9505-09bebaee2ae1

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)

Sent: 5/25/2021 | 09:30 AM

Viewed: 5/25/2021 | 03:51 PM

Signed: 5/25/2021 | 03:51 PM

Signature Adoption: Pre-selected Style
Using IP Address: 73.216.249.7
Signed using mobile**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: 5/25/2021 | 03:51 PM

Viewed: 5/26/2021 | 04:46 AM

Signed: 5/26/2021 | 04:48 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 71.203.107.82**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 |
| Jeremy Gibson jgibson@mccinnovations.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/25/2021 03:51 PM Viewed: 5/25/2021 04:00 PM |
| 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: 5/25/2021 03:51 PM Viewed: 5/25/2021 04:15 PM |
| Crystal Spain cspain@dinwiddieva.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/26/2021 04:48 AM Viewed: 5/26/2021 12:03 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/24/2021 10:28 AM |
| Certified Delivered | Security Checked | 5/26/2021 04:46 AM |
| Signing Complete | Security Checked | 5/26/2021 04:48 AM |
| Completed | Security Checked | 5/26/2021 04:48 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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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.