

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
CITYWIDE DOCUMENT MANAGEMENT SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES (this "First Amendment") is made and entered into this 6th of October 2021, by and between Advanced Imaging Systems, Inc., a North Carolina corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract") pursuant to which the Company agreed to provide certain citywide document management services for the City of Charlotte.
- B. The parties now desire to amend the Contract to incorporate additional language in Service Terms, Section 6 "City Ownership of Work Product".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. Section 6 of the Contract ("City Ownership of Work Product") is hereby appended as follows:

The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in Connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). AIS hereby assign and transfers all rights in the Intellectual Property to the City. AIS further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. AIS hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable. Notwithstanding the forgoing, software products listed below are offered via the CCPA as a SaaS Hosted service offering only, and as configurable SaaS Hosted Software, all Intellectual Property rights including but not limited to the software code, software enhancements and software configurations, are expressly owned and continuously retained by ScribSoft Holdings, Scribbles Software, Inc. and Permittium Software, LLC, the developers and owners of these SaaS applications:

- 1) *PermitDirector*
- 2) *PermitDirector Civil*
- 3) *PermitDirector Offender Tracker*

Contract#: 2021000423

Amendment#: 1

Vendor#: 300144

- 4) *ScribOrder*
- 5) *ScribChoice*
- 6) *ScribEnroll*
- 7) *ScribeK12Transfer*
- 8) *ScribOnline*

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

ADVANCED IMAGING SYSTEMS, INC.

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY:  _____
(signature)

BY: _____
(signature)

PRINT NAME: Matt Solomon

PRINT NAME: _____

TITLE: Managing Partner

TITLE: _____

DATE: 9/29/21

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: October 06, 2021

Submitted by: Tracey Keyes

Submitter email: Tracey.Keyes@charlottenc.gov

Contract #: 2021000423

Amendment #: 1

Contract Name: Citywide Document Management Services

Vendor Legal Name: Advanced Imaging Systems, Inc.

Vendor #: 300144

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82108208108604836a6396b851



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watson Insurance 245 East Second Avenue PO Box 879 Gastonia NC 28053	CONTACT NAME: Lisa Francis PHONE (A/C No. Ext): 704-865-8584 FAX (A/C, No): 704-866-9866 E-MAIL ADDRESS: lfrancis@watsoninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Scribsoft Holdings Inc DBA Advanced Imaging Systems, Inc; Scribbles Software, LLC and Permittium, LLC 10617 Southern Loop Blvd Pineville NC 28134	ADVA-18	INSURER A: Hartford Fire Insurance Company INSURER B: Twin City Fire Insurance Company INSURER C: Hartford Accident & Indemnity Company INSURER D: INSURER E: INSURER F:
		NAIC #
		19682
		29459
		22357

COVERAGES

CERTIFICATE NUMBER: 683204237

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			22SBAAB3386	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			22UECBH5283	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			22SBAAB3386	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber Liability			22TE0325969 20	10/1/2020	10/1/2021	ea. wrongful act	5,000,000
A	Professional Liability (E & O)			22TE0325969 20	10/1/2020	10/1/2021	ea. wrongful act Prof Ded \$25,000	5,000,000 Cyber Ded \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employee Fidelity, Policy # 22FA032752720 eff 10/1/2020-10/1/2021, Employee Theft \$2,000,000, Employee Fidelity Client Premises, \$1,000,000 Retention \$10,000;
 Holder is an Additional Insured-Owner under the General Liability only, but only for the services provided to them, by the named insured under written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Charlotte
 Management and Financial Services
 Finance Office-Procurement Management
 Contract number 2015000951-2
 600 E 4th Street CMGC 9th Floor
 Charlotte NC 28202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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