



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

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).

<b>PRODUCER</b> Oberle Risk Strategies, LLC 8820 Ladue Road, Suite 302 St. Louis MO 63124	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 636-391-0700		<b>FAX (A/C, No):</b> 636-391-0715
	<b>E-MAIL ADDRESS:</b> donna.spradley@oberle-risk.com		
<b>INSURED</b> Community Software Solutions, LLC Scribbles Software, LLC; Permittium, LLC 1235 East Blvd. Ste E - PMB 2051 Charlotte NC 28203	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Sentinel Ins Co Ltd		11000
	<b>INSURER B :</b> Hartford Accident & Ind Co		22357
	<b>INSURER C :</b> Underwriters at Lloyd's of London		32727
	<b>INSURER D :</b> Trisura Specialty Insurance Company		
	<b>INSURER E :</b> Hudson Insurance Company		25054
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 468465727

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		84SBABH6714	9/28/2023	9/28/2024	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 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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		84UECAE7344	9/28/2023	9/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBABH6714	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cyber/Professional Liability		MPL494882323	9/28/2023	9/28/2024	Each Claim/Aggregate 3,000,000
D	Excess Cyber/Professional Liab		ATB671524302	9/28/2023	9/28/2024	Each claim/Aggregate 2,000,000
E	Crime/Dishonesty		HFPHEPPP	9/28/2023	9/28/2024	Each Claim 2,000,000

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

Named insured includes:  
 Scribsoft Holdings, Inc.  
 Scribbles Software, LLC, & Permittium, LLC

**CERTIFICATE HOLDER****CANCELLATION**

City Procurement (CCPA)  
 6000 East Fourth Street  
 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2023

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<b>PRODUCER</b> Oberle Risk Strategies, LLC 8820 Ladue Road, Suite 302 St. Louis MO 63124	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 636-391-0700      FAX (A/C. No): 636-391-0715 E-MAIL ADDRESS: donna.spradley@oberle-risk.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Community Software Solutions, LLC 1235 East Blvd. Ste E - PMB 2051 Charlotte NC 28203	SCRIBHOL-01 <b>INSURER A :</b> Sentinel Ins Co Ltd	11000
	<b>INSURER B :</b> Underwriters at Lloyd's of London	32727
	<b>INSURER C :</b> Trisura Specialty Insurance Company	
	<b>INSURER D :</b> Hudson Insurance Company	25054
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 394234265

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.

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A	<b>AUTOMOBILE LIABILITY</b> <input 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		84SBMBI9772	9/21/2023	9/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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D	Crime/Dishonesty		HFPHEPPP	9/28/2023	9/28/2024	Each Claim 2,000,000

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

Named insured includes:  
 Scribsoft Holdings, Inc.  
 Scribbles Software, LLC, & Permittium, LLC  
 Re: Contracts #2024000273-4 - CITYWIDE DOCUMENT MANAGEMENT SERVICES  
 City of Charlotte is an additional insured as regards general liability if required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Charlotte  
 600 E. 4th St.  
 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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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
CITYWIDE DOCUMENT MANAGEMENT SERVICES**

**THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES** (this "Fourth Amendment") is made and entered into this 19 of October 2023, by and between Scribbles Software LLC, a limited liability company 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 Advanced Imaging Systems, Inc. entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract").
- B. The parties amended the Contract to incorporate additional language in Service Terms Section 6 "City Ownership of Work Product".
- C. The parties amended the Contract to make adjustments to unit pricing and to incorporate certain other changes.
- D. The parties amended the Contract to make adjustments to the Pricing Schedule.
- E. The Company now seeks to assume all of Advanced Imaging System's rights, title, interest, and responsibilities under the Agreement.
- F. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to make adjustments to unit pricing, and to incorporate certain other changes.

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 Fourth Amendment by reference.
2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fourth Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on October 31, 2024.
4. The Company hereby assumes all of Advanced Imaging Systems's rights, title, interest, and responsibilities under the Agreement.
5. All references to "Advanced Imaging Systems, Inc." in the Agreement are hereby deemed to state "Scribbles Software LLC".
6. This Fourth Amendment incorporates unit price increases in Exhibit A – Price Schedule due to enhanced functionality and increased security capabilities.
7. Section 15 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

**REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** Scribbles Software LLC agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the

Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Scribbles Software LLC consents to be bound by the award of any arbitration conducted thereunder.

8. Section 23-25 of the Contract (“The Federal Transit Administration Contracting Terms”) is hereby appended as follows:

**23. Prohibition on Contracting for Covered Telecommunications Equipment or Services.** The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use “covered telecommunications equipment or services” (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such “covered telecommunications equipment or services” in any subcontracts for the provision of “covered telecommunications equipment or services” let under this Contract.”

As used in this clause “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service. “Covered telecommunications equipment or services” as used in this clause, includes but is not limited to:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**24. Notice of Disputes, Breaches, Defaults, and Litigation.** If a current or prospective legal matter that may affect the City or the Federal Government emerges, the Company must notify the City. The Company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the City or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b) Matters that may affect the Federal Government (and thereby the City) include, but are not limited to, the or the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- c) Additional Notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region 4, if the Company has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility

occurs whether the Project is the subject of this Contract, another Contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Company. In this paragraph, "promptly" means to refer information without delay and without change.

**25. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

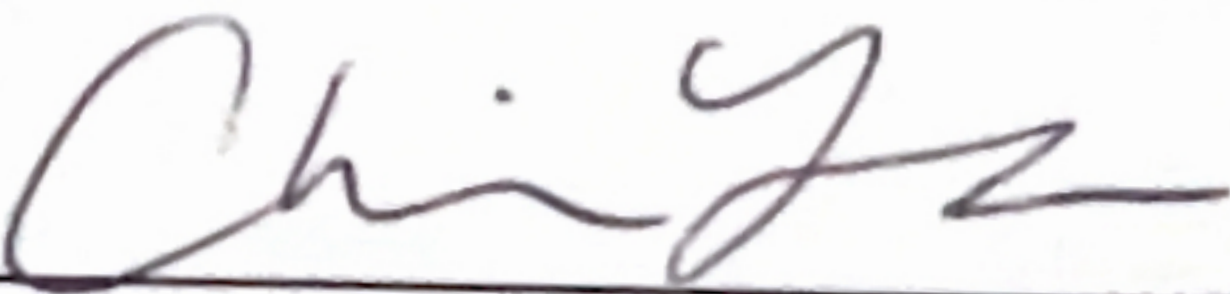
9. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
10. In all other respects and except as modified herein, the terms of the Contract shall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

*[Signature Page Follows]*



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

SCRIBBLES SOFTWARE LLC:

BY:   
(signature)

PRINT NAME: Chris Lueck

TITLE: Co-CEO

DATE: 9/18/2023

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: October 18, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2024000273(2021000423)

Amendment #: 4

Contract Name: Citywide Document Management Services

Vendor Legal Name: Scribbles Software LLC

Vendor #: 306344

**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  
*Liz Babson*  
Key: f08f2b82106208b08804836a6d96b8

**EXHIBIT A – PRICE SCHEDULE**

Services	Unit Of Measure	Contract Price	Amendment # 4 Price	Additional information	
ScribOrder	Per Transaction	\$5.00	\$5.00	ScribOrder is a packaged, online solution that manages the processing and payment of student records requests for current students and alumni. The transaction fee is passed on to the applicant/ requestor (no cost to the agency). Subscription model pricing available upon request. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	
ScribChoice	Per Agency / Per Month	\$600 - \$15,000	\$390 - \$20,000	ScribChoice is a solution that manages applications for students that desire to attend a school other than their zoned school and removes the hassle of paperwork within the enrollment process. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	
ScribEnroll	Per Agency / Per Month	\$600 - \$15,000	\$390 - \$20,000	ScribEnroll is a solution that manages the student application and enrollment process online and removes the hassle of paperwork within the enrollment process. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	
ScribTransfer	Per Agency / Per Month	\$500 - \$10,000	\$100 - \$15,000	ScribK-12 Transfer manages school to school records requests for students that have transferred from one school to another. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	
ScribOnline	Per Agency / Per Month	\$250 - \$10,000	\$250 - \$10,000	ScribOnline is a hosted document management solution designed to address the unique needs of government agencies.	
ScribFolder	Per Student Per Year	\$1.00	\$1.00	ScribFolders is a cumulative record application to capture records and forms from the first enrollment to final graduation.	
ScribChain	Per Student Per Year	\$1.00	\$1.00	ScribChain empowers students to own academic records. Electronic student records can be sent to colleges and potential employers who are able to verify the authenticity of the record. The future is now with ScribChain. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	



ScribPreK	Per Agency / Per Month	\$600 - \$15,000	\$300 - \$15,000	ScribPreK is a solution that manages the entire Pre-K qualification, application, and enrollment process online. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	Scribbles
ScribForm	Per Agency / Per Month	\$600 - \$15,000	\$300 - \$15,000	ScribForms are fillable forms completed online that support digital signatures and can be tracked and routed to specific users with privacy privileges. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	Scribbles