STATE OF TEXAS   §
                                  §
COUNTY OF FORT BEND   §

AMENDMENT TO AGREEMENT FOR REPLACEMENT OF CHECK PRINTING SOFTWARE PURSUANT TO RFP 22-091

THIS AMENDMENT is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and MHC Software Holdings, Inc., ("Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, subject to the changes herein, the parties have executed and accepted the Agreement for Contractor to provide replacement, installation and implementation of check printing software pursuant to RFP 22-091("Services"), that would allow accounts payable teams to digitize and simplify invoice and payment processing in an efficient manner, ("Agreement") on September 6, 2022, incorporated fully by reference, for the purchase of specified software products and services; and

WHEREAS, the parties desire to amend the Agreement to reflect the change in Services to be provided under the Agreement as described in Contractor's Addendum and Invoices attached hereto as Exhibit A and increase the total Maximum Compensation in accordance with the same; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall provide services in accordance with Exhibit A attached hereto and incorporated fully herein by reference for all purposes.

Section 2. Compensation and Payment

A. The total Maximum Compensation for the performance of Services within the Scope of Services under this Amendment is Seven Thousand Sixty dollars and 00/100 ($7,060.00), thereby increasing the Maximum Compensation under the Agreement to One Hundred Fifty-Three Thousand Eight Hundred Sixty-Two dollars and 00/100 ($153,862.00). Contractor's fees under this Amendment shall be calculated at the rates set forth in the Invoices attached as Exhibit A and incorporated herein fully by reference. In no case shall the amount paid by County under this Amendment or the Agreement exceed the Maximum Compensation without an approved change order

B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).

C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

D. County will pay Contractor based on the following procedures: Upon, delivery of the perpetual software license(s) (date in which software is posted and made available to the County for download) or provisioning of account access to the County for Contractor hosted solutions, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytx.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 3. Limit of Appropriation

A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment and the Agreement, that County shall have available the total maximum sum Seven Thousand Sixty dollars and 00/100 ($7,060.00), thereby increasing the Maximum Compensation under the Agreement to One Hundred Fifty-Three Thousand Eight Hundred Sixty-Two

dollars and 00/100 ($153,862.00) under the Agreement specifically allocated to fully discharge any and all liabilities County may incur.

B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Fifty-Three Thousand Eight Hundred Sixty-Two dollars and 00/100 ($153,862.00).

Section 4. Modifications

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

Section 5. Conflict

In the event there is a conflict between the Agreement, this Amendment, or the attached Exhibit(s), this Amendment controls as to the conflict.

{Execution page to follow}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

FORT BEND COUNTY

_____
KP George, County Judge

ATTEST:

_____
Laura Richard, County Clerk

_____
Date

REVIEWED BY:

Robyn Doughtie
_____
Director of Information Technology
and Chief Information Officer

MHC SOFTWARE HOLDINGS, INC.

_____
Authorized Agent- Signature

Aaron Stenhaug
_____
Authorized Agent- Printed Name

CFO
_____
Title

2023-07-25 19:57:0
_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Fort Bend County under this contract.
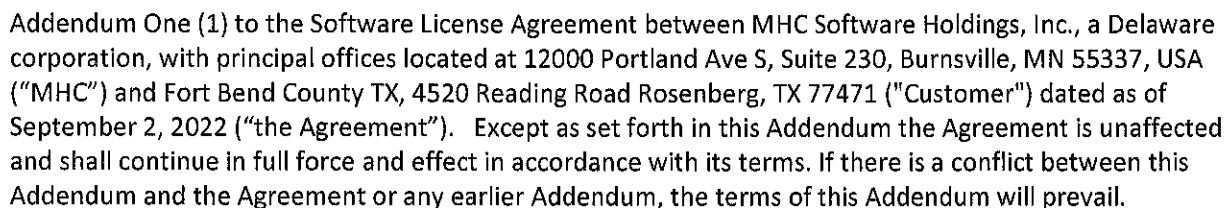
_____
Robert Ed Sturdivant, County Auditor

Exhibit A: MHC Software Addendum and Invoices

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EXHIBIT

A

Addendum One (1) to the Software License Agreement between MHC Software Holdings, Inc., a Delaware corporation, with principal offices located at 12000 Portland Ave S, Suite 230, Burnsville, MN 55337, USA ("MHC") and Fort Bend County TX, 4520 Reading Road Rosenberg, TX 77471 ("Customer") dated as of September 2, 2022 ("the Agreement").   Except as set forth in this Addendum the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will prevail.

The following software shall be added to the "Software" definition set forth in the Agreement.

Software	Key Standard Features	Inclusions	Price
Document Express W-2 Module DEW2MODULE	• W-2 Tax Form: Wage and Tax Statement • Forms design for standard laser cut sheet or pressure seal design for W-2(s) (all other tax form variations require separate licensing) • Software stores document history audit records • Supports document corrections (W-2c) • Enables option for authorized users to reissue W-2s including address modifications • Provides local, state or employer copies	• One site, one seat and one backup seat • Provides totals and document counts • Interface to standard Infor W-2 output file/data plus laser forms design • Requires customer to procure W-2 forms compatible with MHC Document Express output (ask MHC for referral to recommended forms provider) • Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers	$0
Document Express W-2 PDF/TIF Creation Add-on DEW2PDF	• Add-on option to Document Express W-2 Module to be able to generate unencrypted, unsecured PDFs or TIFs of W-2s in a designated folder location • Customer is responsible for managing the security of the unencrypted PDF/TIF images, similar to how the security of printed W-2s would be handled by the Customer • This add-on is not applicable for customers using MHC Document Self-Service, which offers a comprehensive IRS-compliant Electronic W-2 delivery solution	• Unlimited number of unencrypted, unsecured W-2 PDFs/TIFs can be generated in a single specified folder location configured for a Document Express W-2 account	$0

Document Express 1099-S Module	• 1099-S Tax Form: Proceeds from Real Estate Transactions • Interface to standard file layout for data import: o IRS Electronic 1099 Output File Layout OR o MHC Standard Tax Module CSV File Layout • Forms design for laser cut sheet 1099-S forms (all other 1099 form variations require separate licensing; contact MHC regarding pressure seal forms design options) • Software stores document history audit records • Supports document corrections • Enables option for authorized users to enter input data to generate a document manually • Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option) • Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)	• One site, one seat and one backup seat • Provides totals and document counts • Creates the 1099-S documents • Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider) • Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module • Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers	$3,200
DE1099S			

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MHC

Document Express PDF Creation Add-on – 1099-S	• Add-on option to Document Express AP, PR, Forms or a licensed Tax Module to be able to generate unencrypted, unsecured PDFs or TIFs of documents in a designated network folder location • Licensed separately for each type of AP, PR or tax document	• Unlimited number of document PDFs/TIFs can be generated in a single specified folder location configured for a given Document Express Account • PDF/TIF documents will include: 1099-S	$2,600
DEPDF			
Document Express Payroll PDF Creation Add-on	• Add-on option to Document Express AP, PR, Forms or a licensed Tax Module to be able to generate unencrypted, unsecured PDFs or TIFs of documents in a designated network folder location • Licensed separately for each type of AP, PR or tax document	• Unlimited number of document PDFs/TIFs can be generated in a single specified folder location configured for a given Document Express Account • PDF/TIF documents will include: Payroll	$0
DEPDF			
		One-time license fee	$5,800

Payment Terms:
Due upon contract execution

Software Implementation and Maintenance Services:

Service	Description	Price

Software Implementation	• Remote Implementation Services (web meeting/VPN/phone)
	  • Planning & Analysis
	  • Design & Development (if applicable)
	  • Installation & Configuration
	  • Deployment & Customer Support
		Included

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Service	Description	Price
Software Maintenance (applicable for perpetual license purchases only)	Software maintenance entitles the customer to: (1) Software upgrades for licensed application components sold and licensed by MHC (2) Software support and training services via toll-free phone number and web meetings (3) Software for components licensed by MHC that supports the continuing compatibility with existing ERP/integrated business application software that has been upgraded (i.e., as customers upgrade integrated business functionality from one release to the next, they can work with MHC to plan and maintain compatible MHC functionality without re-licensing the software); maintenance does not include support for additions to ERP/integrated business applications, a change of ERP/integrated business application nor technological platform changes for MHC or ERP/integrated business applications nor the services required to support customer-initiated changes other than those listed above	20% of the then-current perpetual license list prices, annually (software maintenance commences ninety (90) calendar days after software delivery for all non-OCR products; there is a required $100 fee for the initial 90-day period, due 90 days after software delivery)

Post-Implementation Support:
For customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

Payment Terms: Post Implementation Support or Services, if required, will be invoiced upon work completion; payment is due 30 days after receipt of invoice.

Software Delivery: Licensed software will be delivered no later than 60 days from the date of the executed Software License Agreement.

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The following Software Maintenance shall be added to the Maintenance Agreement set forth in Section 6 of the Agreement and shall be added to the annual maintenance fee due under such Section of the Agreement.

Software Maintenance:

MHC Products Maintenance
The annual maintenance fee is 20% of current list price at the time the maintenance fee is due. Listed below are the current list prices of the following Software products as of this Software Agreement's license effective date.

Software	Current List Price
Document Express 1099-S Module	$3,200.00
Document Express PDF Creation Add-on – 1099-S	$2,600.00
Total Software Current List Price	$5,800.00
2023 Annual Maintenance	$1,160.00
Addendum Total	$6,960.00
Begins 90 days after software delivery.	

** The Fee for the initial 90 day maintenance period of $100 (not included in the above amount) is invoiced upon the Software Delivery Date.

Annual maintenance payments shall commence upon Software Delivery Date continuing for a term of three years. At the end of the three-year term, the Maintenance shall automatically renew of a successive one-year term unless thirty days written notice is given by either part to the other in advance of the expiration of such one-year term. Termination of the maintenance services by either party shall not automatically terminate the license to the Software.

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MHC

Accepted for Customer:

By: _____
(Signature)

Name:_____
(Please type or print name)

Title:_____

Date:_____

Accepted for MHC Software Holdings, Inc.:

By: _____
(Signature)

Name: Aaron Stenhaug
(Please type or print name)

Title: CFO
(MHC Software)

Date: 2023-07-25 19:57:0

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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MHC Software

MHC

12000 Portland Ave S, Suite 230
Burnsville MN 55337

Tel: (800) 588-3676
Tax ID: 84-2954086

Invoice #: INVMH071323

Invoice Date: 7/23/2023

Bill To
Fort Bend County, TX
4520 Reading Road
Rosenberg, TX 77471

Ship To
4520 Reading Road
Rosenberg, TX 77471
United States

TOTAL in US Dollars

$5,800.00

Terms	Due Date	PO #	Sales Rep	MHC Order #
Net 30	8/22/2023			OP# 00004217

Qty	Item	Term Start/End Date	Taxable	Rate	AMOUNT
1	LIC-MHC-DE1099S Document Express 1099-S			$ 3,200.00	$ 3,200.00
1	LIC-MHC-DEPDF Document Express PDF Creation Add-on 1099S			$ 2,600.00	$ 2,600.00

SUBTOTAL	$	5,800.00
Shipping Cost		
Total Tax %		
AMOUNT DUE IN USD		5,800.00

MHC Software
MHC 12000 Portland Ave S, Suite 230
Burnsville MN 55337

Tel: (800) 588-3676
Tax ID: 84-2954086

Invoice #: INVMH07132023.2

Invoice Date: 7/13/2023

Bill To
Fort Bend County, TX
4520 Reading Road
Rosenberg, TX 77471

Ship To
4520 Reading Road
Rosenberg, TX 77471
United States

TOTAL in US Dollars

$1,260.00

Terms	Due Date	PO #	Sales Rep	MHC Order #
Net 30	8/12/2023			OP# 00004217

Qty	Item		Term Start/End Date	Taxable	Rate	AMOUNT
1	90MNT-MHC-MAINT	MTNC FEE FOR INITIAL 90 DAYS - ADDENDUM 1	TBD*		$ 100.00	$ 100.00
1	MNT-MHC-DE1099S	DOCUMENT EXPRESS 1099-S MODULE MAINTENANCE	TBD*		$ 640.00	$ 640.00
1	MNT-MHC-DEPDF	DOCUMENT EXPRESS PDF CREATION MAINTENANCE	TBD*		$ 520.00	$ 520.00

* Subject to actual date of install

SUBTOTAL	$ 1,260.00
Shipping Cost	
Total Tax %	
AMOUNT DUE IN USD	1,260.00