REQUORDIT INC

REMITTANCE: Accounting, PO Box 155

Dover, NH 03821-0155 accounting@requordit.com



INVOICE

BILL TO

Fort Bend County, TX 500 Liberty Street Richmond, TX 77469
 REP
 CNTL #
 RQIT #
 CUSTOMER PO#

 REQ; None
 1901001-M
 Pro Forma Renewal

DATE	ACTIVITY	QTY	RATE	AMOUNT	
11/16/2018	H2:*OB-Maint 2019 OnBase Maintenance Renewal Period: 01/01/19 - 12/31/19 Premier Plan Benefits = 32 hrs *	1	0.00	0.00	
11/16/2018	H2:ADMPI1 Document Composition Maintenance	1	3,246.91	3,246.91	
11/16/2018	H2:AEMPI2 Enterprise Application Enabler Maintenance	1	8,117.26	8,117.26	
11/16/2018	H2:APMPQ3 Query API (Initial 500 q/hr) (Unity/Core) Maint.	1	1,623.45	1,623.45	
11/16/2018	H2:APMPQ4 Query API (Add'l Blck 500 q/hr) (Unity/Core) Maint.	1	1,298.76	1,298.76	
11/16/2018	H2:ARMPW1 Automated Redaction Maintenance	1	3,246.91	3,246.91	
11/16/2018	H2:CFMPI1 Context Search Framework Maintenance	1	1,623.45	1,623.45	
11/16/2018	H2:CLMPW1 COLD / ERM Maintenance	1	1,623.45	1,623.45	
11/16/2018	H2:CTMPC1 Concurrent Client (1-100) Maintenance	100	227.28	22,728.00	
11/16/2018	H2:CTMPN1 Named User Client (1-100) Maintenance	5	113.64	568.20	
11/16/2018	H2:DIMPW1 Production Document Imaging (Kofax/Twain) Maint.	1	811.73	811.73	
11/16/2018	H2:DIMPW2 Production Document Imaging (Kofax/Twain) (2+) Maint.	10	487.04	4,870.40	
11/16/2018	H2:DPMPW1 Document Import Processor Maintenance	1	811.73	811.73	
11/16/2018	H2:IAMPW1 Advanced Capture Maintenance	1	4,058.63	4,058.63	
11/16/2018	H2:ICAPMPI1 Intelligent Capture for AP Volume (100k Invs) Maint.	1	5,682.08	5,682.08	
11/16/2018	H2:IDMPC1 Full-Text Indexing CC for Autonomy IDOL Maint.	15	48.70	730.50	
11/16/2018	H2:IDMPI1 Full-Text Indexing Server for Autonomy IDOL Maint.	1	1,623.45	1,623.45	
11/16/2018	H2:OBMPW1 Multi-User Server Maintenance	1	1,298.76	1,298.76	
11/16/2018	H2:ommpw1ipd Mobile Access for iPad Maintenance	1	811.73	811.73	
11/16/2018	H2:PDFMPI1 PDF Framework Maintenance	1	487.04	487.04	
11/16/2018	H2:PTMPC1 Virtual Print Driver Maintenance	1	811.73	811.73	
11/16/2018	H2:PWMPI1 Signature Pad Interface (TWAIN) Maintenance	1	974.07	974.07	
11/16/2018	H2:RIMPI1 Records Management Maintenance	1	3,246.91	3,246.91	

DATE	ACTIVITY	QTY	RATE	AMOUNT	
11/16/2018	H2:UFMPI1 Unity Forms Maintenance	1	0.00	0.00	
11/16/2018	H2:UIMPI1 Unity Integration Toolkit Maintenance	1	1,623.45	1,623.45	
11/16/2018	H2:UNMPI1 Unity Client Server Maintenance	1	1,623.45	1,623.45	
11/16/2018	H2:VLMPC1 Workview Concurrent Client SL (1-20) Maintenance	20	243.52	4,870.40	
11/16/2018	H2:VLMPC2 Workview Concurrent Client SL (21-50) Maint.	10	211.05	2,110.50	
11/16/2018	H2:WLMPC1 Workflow Concurrent Client SL (1-20) Maint.	20	357.16	7,143.20	
11/16/2018	H2:WLMPC2 Workflow Concurrent Client SL (21-50) Maint.	5	292.22	1,461.10	
11/16/2018	H2:WTMPI1-AS Conversion MS Office to Image Framework (Apose) Maint.	1	487.04	487.04	
11/16/2018	H2:WTMPW1 * Maintenance	1	1,623.45	1,623.45	
	*				
11/16/2018	H2:OBAMPI2 Office Business Application Maintenance	1	2,435.18	2,435.18	
11/16/2018	H2:OUTMPI1 In the state of the	1	1,623.45	1,623.45	
	*				
11/16/2018	H2:CTMPN1 Named User Client (1-100) Maintenance	40	113.64	4,545.60	
11/16/2018	H2:RPMPI1 Report Services Maintenance	1	811.73	811.73	
11/16/2018	H2:WLMPC2 Workflow Concurrent Client SL (21-50) Maint.	25	292.22	7,305.50	
11/16/2018	H2:VLMPC2 Workview Concurrent Client SL (21-50) Maint.	20	211.05	4,221.00	
11/16/2018	H2:DKMPI1 Document Knowledge Transfer Maintenance	1	2,597.52	2,597.52	
11/16/2018	H2:DKMPI2 Enterprise DKT Web Access Maint. *	1	3,246.91	3,246.91	
	*				
11/16/2018	H2:*OB-2018 Uptick 2018 OnBase Maintenance Uptick Fee - 3.00%	0	0.00	0.00	
11/16/2018	H2:*OB-2019 Uptick 2019 OnBase Maintenance Uptick Fee - 3.00%	0	0.00	0.00	

REQUORDIT INC., FEIN 45-4868889 If Sales & Use Tax Not Included; Customer responsible for all applicable State Taxes \$118,024.63



November 16, 2018

Dear Client.

REQUORDIT Inc. would like to sincerely thank you for your business. We have enjoyed serving you this past year and hope you continue to find the service that we are providing to be the best in the business. We continue to strive toward providing the best possible customer service in the ECM market. We have more than doubled our staff in technical solution development, technical support and client services to provide more resources. We are investing in training and solution development resources through the addition of Project Managers as well. We are trying to excel and be the best option possible for all of your IT projects. If you feel we are providing anything less than 1st class service I would encourage you to call me directly on my cell phone at 847-417-4787. I am committed to our partnership with you, our client.

We have included the 2019 annual maintenance invoice with this letter, which if paid by the due date will automatically renew your Maintenance and Technical Support Agreement. Payments after the due date become subject to late fees or reinstatement fees subject to the terms of your agreement. Your maintenance renewal entitles you to take full advantage of our Support services such as:

- ☐ Phone Support 312-332-9200 x3
- ☐ Email Support support@requordit.com
- ☐ Access to our Customer Portal www.requordit.com where you can:
 - Upload and Download files securely
 - o Review your open calls and their statuses
 - o Review your invoice history online
 - o Review your Premier hours online (see below more info)

Additionally, this is a good time to evaluate if an upgrade to your solution is appropriate. OnBase 18.0 has significant features that have been added and we are encouraging all of our clients to move to this platform.

By renewing your maintenance with REQUORDIT Inc. you will be entitled to a **free consultation** about upgrading your solution and what the impact might be for your organization. This free service will provide you with the knowledge necessary to determine if you will be able to upgrade independently or require some assistance. We want to make sure the upgrade experience is easy and painless for you so you can begin taking full advantage of the features in OnBase 18.0. Please realize that the software upgrades for the products listed on your invoice are included as part of your annual fees and can be downloaded through our Customer Portal. Simply contact Support or your sales representative to organize your upgrade.

This letter is also providing you notice about the new software maintenance fees. Please read the details carefully and call us with any questions or concerns that you may have.

- Hyland Software has instituted the 20% of List maintenance percentage for 2019. They have also instituted a 3% OnBase Maintenance Uptick.
- We will continue to honor any agreements with customers that had specific maintenance increase clauses or terms. If you feel your invoice reflects errors due to a contractual issue, please contact your account sales manager immediately so we can review your concerns.
- Extended Support Fees for maintenance charges will continue to be applied to systems that are more than 3 full versions behind the current release, which is currently 18.0 So, if you are 13.0 or older you will see the fees on your invoice. If you schedule your upgrade prior to 12/15/2018 we can reverse these charges from Hyland.



Please remember that Requordit has our <u>Premier PS Plan.</u> Beginning January 1st 2019, all clients who pay \$50,000 or more in annual maintenance fees for software to Requordit become eligible for the plan and automatically become enrolled into the Premier PS Plan. Organizations that wish to purchase the Premier PS Plan can do so by ordering it during their renewal period. The cost for the Premier PS Plan is \$2,750 and gives you 20 Professional Service hours annually for those who do not qualify. Your enclosed invoice will indicate if your are part of our Premier Plan. If you are not part of the Premier Plan and wish to be, please call your account sales manager and they will discuss further the highlights, details and benefits of this new and improved plan we are offering to our clients.

Premier PS Plan

Our Premier PS Plan provides Premier hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier PS hours are calculated with the following criteria.

Option A If you purchase the Premier PS Plan you will receive 20 hours of Premier PS

Plan Service hours (\$2,750) w/your purchase to be used during regular

business hours.

Requordit also offers Premier PS Plan-After Hours of which you can receive 20 hours of Premier PS Plan Services-After Hours (\$3,700) w/your purchase

to be used after regular business hours.

Option B If you are eligible for the Premier PS Plan due to your organization paying a

qualifying amount of maintenance fees as described above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier PS Hours. You will be awarded either 20 hours, or the result of the formula, whichever is

greater. The hours are to be used during regular business hours only.

In your Customer Portal you will see in real time your allocated Premier hours and detailing usage of these hours through out your maintenance renewal scheduled period (i.e., 01/01/19 - 12/31/19). Note these hours may not be carried over into your next renewal period if you do not use them all.

It is our commitment to you to consistently provide the highest quality of service. Should you have comments or questions regarding your maintenance renewals, please contact myself or Mary O'Bryan at 312-332-9200 x202, or at mary.obryan@requordit.com. We will be able to expedite your requests and make sure you do not have an interruption in support services. Again, if you have any question or concerns about the quality of our service, please contact me directly so that we may address your concerns and move forward in providing you the best possible experience as a REQUORDIT Inc. customer.

Best regards,

Mark Buckley President/CEO P: 312-332-9200 x201

C: 847-417-4787

E: mark.buckley@requordit.com





Client Services

Technical Support Services



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HELP DESK PLAN

Requordit strives to provide you with the best support services in the industry and understands that our partnership with your business depends on our ability to provide you with timely and outstanding service. This is our ongoing commitment.

ANNUAL MAINTENANCE

The annual maintenance plan entitles our clients to contact our Client Services professionals with questions regarding their solution at any time.

To ensure your questions are answered as efficiently as possible, we provide a response time of 60 minutes on any call, or email that is logged through our Support Desk. Each incident will be responded to via phone, email or if necessary, by a more 'hand's-on' method through remote connection.

Each of our clients are entitled to free software upgrades within the yearly term of their Annual Maintenance Plan, as detailed in your Maintenance and Technical Services agreement with REQUORDIT. To confirm the dates of your annual term.

[You may refer to your Annual Maintenance Plan invoice or contact your Sales Professional for further information.]

The software can be downloaded from the *Client Portal* after confirming the build, and version, you require with our support staff. Services for implementing upgrades are not included as part of your annual fee but can be purchased from your account manager. Premier Professional Services Plan hours can be used for upgrades if your organization qualifies to receive the Premier Professional Services Plan or have opted to purchase the Premier Professional Services Plan with your maintenance renewal.

Premier PS Plan Eligibility / Purchase Option

You are Eligible for the Premier PS Plan when your organization pays \$50,000 or more in annual maintenance fees for software to REQUORDIT. If you qualify you will automatically be enrolled into the Premier PS Plan. Organizations that wish to purchase the Premier PS Plan can do so by ordering it during the renewal period. The cost for the Premier PS Plan is \$2,750 annually for those who do not qualify. Please let your account manager know if you are interested in enrolling in our Premier PS Plan.

PREMIER PS PLAN BENEFITS

Our Premier PS Plan provides Premier hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier PS hours are calculated with the following criteria.



•

[Requordit – Technical Support Services]

Option A If you purchase the Premier PS Plan you will receive 20 hours of Premier PS Plan

Service hours (\$2,750) w/your purchase to be used during regular business

hours.

Requordit also offers Premier PS Plan-After Hours of which you can receive 20 hours of Premier PS Plan Services-After Hours (\$3,700) w/your purchase to be

used after regular business hours

Option B If you are eligible for the Premier PS Plan due to your organization paying a

qualifying amount of maintenance fees as described above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier PS Hours. You will be awarded either 20 hours, or the result of the formula, whichever is

greater. The hours are to be used during regular business hours only.

You will receive a notification each year upon receipt of your Premier Maintenance Plan renewal detailing your plan and the hours available to you for support services.

SOLUTION SUPPORT CONTACT INFORMATION

Clients are invited to email or call Requordit Solution Support 24 hours a day, 7 days a week. A Requordit Solution Support Professional will respond to your issue(s) during regular business hours within 60 minutes by phone or email. If Requordit's Solution Support staff is contacted after regular business hours, the initial response will work to determine if the issue at hand is critical and in need of immediate attention. If the issue is deemed to be critical, work will begin immediately to resolve the issue.

[Additional fees may apply and would be detailed in your maintenance and technical support agreement. Noncritical issues will be responded to first thing the following day.]

Support by Email:

Support@requordit.com

Support by Phone:

(312)-332-9200 Ext: 3

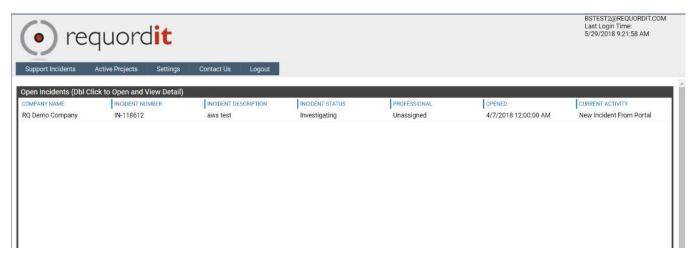
Telephone support is available Monday through Friday during regular business hours 7:30 a.m. to 6:00 p.m., Central Standard Time.

Online Incident Tracking:

Requordit support incident tracking may be accessed via the *Requordit Client Portal* Site. Here, users can view the status of your support incident(s).



https://access.requordit.com/.

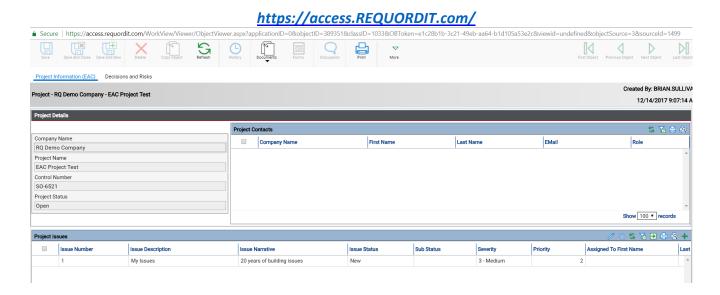


[Please refer to the Client Portal End User Documentation for additional information pertaining the Requordit Client Portal.]

CLIENT PORTAL

The *Requordit Client Portal* is available to each of our clients, enabling them to view the status of pending requests in real time (as seen below). To ensure you are always getting the most out of your solution, the most up- to-date version of your software solution is always available through the *Requordit Client Portal* for download.

Support Incident tracking may be accessed via:





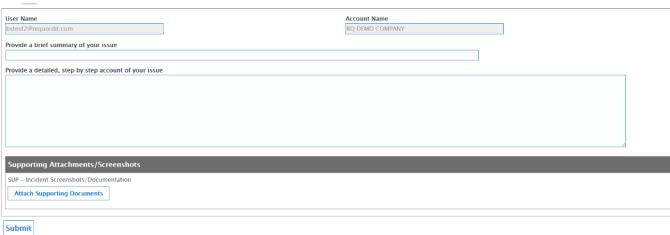
[Please refer to the Client Portal End User Documentation for additional information pertaining the Requordit Client Portal.]

CLIENT RESPONSIBILITIES

The client is responsible for the following:

- Communications, hardware, and software as agreed upon by the client and Requordit.
- Establishing an adequate and/or dedicated remote connection.
- Providing access to a machine with access to all solution components, directories, and software.





When contacting *Requordit Support*, please provide the following solution information:

- Company name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - o Are the network and servers that are part of the REQUORDIT Solution functioning properly?
- Product(s)
- Product version
- Operating System
- Operating System Build
- Operating System Service Pack





REMOTE SUPPORT

Requordit suggests that every client configure remote connection software to facilitate remote support assistance. With a remote connection, our Solution Support Professionals will connect directly into the client's system to fix most problems with little, or no, user intervention/disruption. This is an extremely efficient way to help clients maintain their solution.

Remote connection support software Requordit uses are:

- Ring Central Meeting (Preferred method)
- Citrix

- Terminal Services
- WebEX

SYSTEM MAINTENANCE

While Requordit can assist you with any questions relating to our solution, proper system maintenance by the user will greatly improve overall system reliability and performance. General system maintenance and version updates of third party software are recommended and encouraged. If you are unsure of the suggested maintenance for your system, please contact your third-party provider.

PROJECT IMPLEMENTATION SERVICES

Our implementation experience is extensive including broad knowledge of the OnBase Enterprise Content Management (ECM) suite and numerous interfacing technologies.

Requordit is a complete solution provider and will provide expertise in all phases of the implementation process; including solution design and implementation. This approach results in the creation of a detailed statement of work.

These implementation services include, but are not limited to:

- Configuration and installation of all software components and any integration requirements.
- Complete testing of all features along with the client test procedures using agreed upon scripts
- Administrative and end user training using a model approved by the client ('train- the-trainer', classroom, individual training at the workstations, remote training, and/or other methods).
- Moving the solution to the production environment.
- Complete support for the solution.





PROFESSIONAL SERVICES

Requordit Solution Support professionals are available to provide a knowledgebase for further expansion of our client's solution(s). It is a value-added benefit to our clients that they contact our professionals prior to expansion, and before upgrading or changing the installed solution to ensure modifications/upgrades will not disrupt or negatively impact to their production environment as possible.

These services noted in the Professional Services section of the Sales Agreement are an estimate. Adjustments to the estimate will reflect the actual amount of labor utilized for the project. Labor rates are dependent on the tasks that are performed by Requordit and governed by the agreement between Requordit and the Client.

BILLING FOR PROFESSIONAL SERVICES

Labor billing is invoiced monthly (or earlier when requested by client), unless otherwise agreed upon in your signed contract/agreement. Labor billing is for professional services performed/rendered during a monthly time frame. REQUORDIT will provide an invoice within the first week of the following month describing the professional services performed during the period. All Professional Services are defined within a scope document that details project tasks necessary to accomplish the goals of the project. All invoiced time will reflect the duration of time applied to each specific task(s). Any professional services requested, and performed outside of the current project scope, will require a Work Order Change Request. These requests will be appended to the scope document and will define additional professional services needed. A detailed write up of tasks, costs, and timeline will be presented to client for signoff before beginning services.

TRAINING

We believe training is an investment in your success. Being able to maximize the use of your software solution is an important part of that success. *Requordit Solution Support Professionals* want to ensure that our clients achieve the best level of training required to be self- sufficient in maintaining and expanding their Requordit Solution.

This is accomplished by a complete "Transfer of Knowledge" of the solution. The training typically consists of two major areas, Administrative and End User. *Additional training may be necessary depending on the complexities of the solution*. Continued training is provided to our clients, and can be conducted at the client's facility, or at one of the Requordit facilities.

[If on-site training is conducted at the client's facility, travel expenses will be charged and invoiced by Requordit.]

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and co of business.	ountry of the business e		Certificate Number: 2018-426955			
	REQUORDIT INC CHICAGO, IL United States			Date Filed:			
2	Name of governmental entity or state agency that is a party to	a the contract for which		11/19/2018			
2	being filed.	o the contract for which	the form is				
	FORT BEND COUNTY		. 1	Date Acknowledged:	ate Acknowledged:		
				11/27/2018			
3	Provide the identification number used by the governmental description of the services, goods, or other property to be pro-	entity or state agency to ovided under the contra	track or identify t	he contract, and pro	vide a		
	26105 RFP 16-026 ENTERPRISE CONTENT MANAGEMENT S	YSTEM					
4	Name of Interested Darks	Give State Country	· (alaaa af busina	Nature of interest			
	Name of Interested Party	City, State, Country (place of busin		Controlling	k applicable) g Intermediary		
				Controlling	Intermediary		
_							
					. ,		
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION		· · · · · ·				
	My name is		and my date of bi	rth is			
	My address is(street)	(aib.)		e) (zip code)	·		
	(Sireet)	(city)	(stat	e) (zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and cor	rrect.					
	Executed inCoi	unty, State of	, on the	day of	, 20 .		
		,		(month)	(year)		
		Olim A di di					
	Signature of authorized agent of contracting business entity (Declarant)						