

AMENDMENT #3
to
MSA# 2023-069
DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES

This AMENDMENT (“Amendment”) to the Services **Agreement #2023-069** (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Modified Logic, Inc
4261 E. University Dr.
#30-274
Prosper, TX 75078
Attn: Heather Abshier
heather@modifiedlogic.com
(469) 998-7176

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **February 6, 2024**; and

WHEREAS, Section 9.14 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- Amend and replace Appendix A.1 Pricing with the following:

TAB F PROPOSAL PRICING RFP FOR DBITS, RFP # 2023-069		Modified Logic Inc.	Cost Proposal & Fee Schedule			
Tab F PROPOSAL PRICING. Respondents should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on quantity or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the products and services that you intend to provide in your proposal.						
*** Please note: Modified Logic is providing a 4% catalog percentage discount (also known as list-less) off our complete product and services offering to include all Laserfiche software licensing, associated annual maintenance and support, and professional service hours needed for implementation and training. Complete catalog pricing for all Laserfiche products is available and can be provided upon request.						
EQUIPMENT/GOODS by line	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP	% Discount	TXShare Price
All Laserfiche software products (Cloud, Avante, Rio, & Self-hosted Subscription)	Catalog pricing to be provided upon request	All Laserfiche products available from Modified Logic Inc.	Each	Pricing available upon request	4.00%	
Example: Laserfiche Cloud Professional User License Qty 5-49	CLENF2	Laserfiche Cloud Professional User License Qty 5-49	Each	\$830.00	4.00%	\$796.80
Modified Logic Annual Laserfiche Support Agreement - LSAP	MLSA	Modified Logic Annual Laserfiche Support Agreement - Laserfiche Software Assurance for all Laserfiche software products (Cloud, Avante, Rio, & Self-hosted Subscription)	Each	Pricing available upon request	4.00%	
Example: Laserfiche Cloud Professional User License Qty 5-49 - LSAP	CLENF2MLSA	Laserfiche Cloud Professional User License Qty 5-49 - LSAP	Each	\$124.50	4.00%	\$119.52
Modified Logic Inc. Pre-Paid Service Time	Service time paid in advance	Professional service hours for Laserfiche system support - may include all aspects of the solution development process, including initial planning, design, configuration, testing, knowledge transfer, and training.	Hour	\$175.00	4.00%	\$168.00
Modified Logic Inc. Pay as You Go Service Time	Service time invoiced monthly	Professional service hours for Laserfiche system support - may include all aspects of the solution development process, including initial planning, design, configuration, testing, knowledge transfer, and training.	Hour	\$200.00	4.00%	\$192.00

- Amend **Article X** to include the following language:

10.23 *Trafficking in Persons*

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

10.24 *Domestic Preference for Procurements*

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, 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). Consistent with §200.322, the following items shall be defined as: “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. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.25 *Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.*

10.26 *Internal Controls. The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.*

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Modified Logic, Inc.

Signed by:

0984E96D3314459...

Heather Abshier

10/9/2025

SignatureDate

Heather Abshier

Printed Name

CEO

Title

North Central Texas Council of Governments

Signed by:

349D83294E7946E...

Todd Little

10/9/2025

SignatureDate

Todd Little

Executive Director