AMENDMENT 1 TO THE SOFTWARE SUBSCRIPTION AGREEMENT WITH ONERAIN CORPORATION

This Amendment 3 to the "Software Hosting and End-User License Subscription Agreement" executed on January 1, 2017 (the "Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and OneRain Incorporated, a Colorado corporation with a place of business at 1531 Skyway Drive, Suite Unit D, Longmont Colorado 80504 (the "Company").

RECITALS

WHEREAS, Snohomish County and OneRain Corporation are the parties to that certain Software Hosting and End-User License as a Service Agreement (the "Agreement') for Contrail hydrologic monitoring and warning software, executed on January 1, 2017; and

WHEREAS, the current Exhibit B – Compensation Schedule will be replaced in its entirety as Exhibit B-1 attached below.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree the as follows:

1. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this Amendment 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY

ONERAIN INCORPORATED

By: Digitally signed by Teigen, Tom Date: 2023.05.31 13:10:10	By: Digitally signed by Brian E. Loflin Date: 2023.05.31 10:07:15 -06'00'
Director, Dept of Conservation and Natural	OneRain Incorporated
Resources	
	Title: VP of Strategic Ops

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EXHIBIT B -1 COMPENSATION SCHEDULE

May 22, 2023

Connie Price Contract Specialist Snohomish County Conservation and Natural Resources 3000 Rockefeller Ave, M/S 303 Everett, WA 98201

Re: Contrail® Annual Technical Support and Software Maintenance Flood Early Warning and Water Management Data System

Dear Connie,

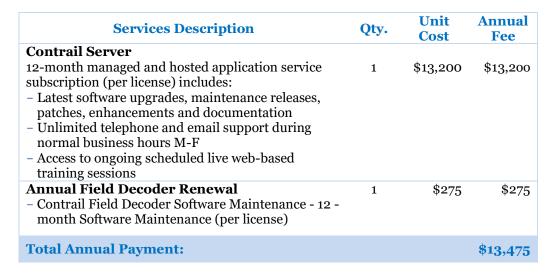
OneRain is pleased to provide the following quotation related to the annual fees associated with the data collection and visualization programs for Snohomish County's hydrometeorological data and flood early warning system.

OneRain takes a highly proactive approach to upgrades, maintenance, issue diagnosis and resolution. Our ongoing licensed software subscription with support and maintenance options is designed to keep your critical systems running and operating at peak performance. The annual technical support fees associated with Contrail provide you with technical support during normal business hours M-F, as well as free upgrades to the software licenses, as new features are deployed.

This contract renewal covers the continued subscription for Contrail Server cloudbased software license. The pricing below is based upon your current system configuration.

BUDGETARY QUOTATION

Annual Technical Support and Software Maintenance 12-Month Term Renewal each year



Payment: Annual contract fees are due and payable in advance of the annual technical support and maintenance period commencing each 12 month term. An invoice will be issued only upon receipt of your commitment to pay. Any additional products or services outside of this contract are not included and will be chargeable at OneRain's then current pricing.

Payment Terms: Unless expressly agreed to in writing by both parties in advance,



HEADQUARTERS 1531 Skyway Drive Unit D Longmont, CO 80504

800-758-RAIN 303.774.2033 Fax: 303.774.2037 www.onerain.com information@onerain.com One Rain's standard Net 30 payment terms will apply. Finance charges are accrued on past due invoices at a rate of 18% per annum.

We at OneRain sincerely appreciate our professional relationship with Snohomish County. Should you have any questions or require additional information, please feel free to contact me directly.

Sincerely,

Fritz Law

Central U.S. Sales Manger

303-774-2033 (main)

720-474-8428 (mobile)

☐ fritz.law@onerain.com

