

AMENDMENT 4 TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Amendment 4 to the "Software as a Service (SaaS) Agreement for Emergency Response Notification Services" (the "Agreement"), executed on February 12, 2020, as amended by Amendment 1 dated October 25, 2021, Amendment 2 dated January 18, 2023, and Amendment 3 dated September 14, 2023 (together, hereafter "The Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Rave Wireless, Inc. dba Rave Mobile Safety, duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into to become effective on February 12, 2024.

RECITALS

WHEREAS, the Contractor previously advised the County that mobile carriers will begin requiring that the County send operational, non-emergency text messages from sender identifiable ten-digit long code (10DLC) numbers, unique to the County; and

WHEREAS, this new messaging requirement is commonly known as the 10DLC standard; and

WHEREAS, Amendment 2 to the Agreement was executed January 18, 2023, to increase capacity for 150,000 additional SMS messages annually and to add three (3) additional 10DLC numbers beginning February 12, 2023; and

WHEREAS, the new messaging standard has not yet been implemented, but may be implemented at a future date; and

WHEREAS, the County wishes to decrease the number of 10DLC numbers to two (2) beginning February 12, 2024 for an annual cost of \$500.00; and

WHEREAS, additional 10DLC numbers may be added at an annual cost of \$250.00 for each number and shall be prorated to align with the existing annual term; and

WHEREAS, the County wishes to discontinue the increased capacity for 150,000 additional SMS messages annually until the 10DLC standard is implemented by the Contractor; and

WHEREAS, upon notification by the Contractor of the date of 10DLC standard implementation, the County shall increase capacity for 150,000 additional SMS messages for an annual cost of \$2,250.00, prorated to align with the existing annual term.

NOW, THEREFORE, in consideration of the mutual obligations set out below, the parties agree that the Agreement is amended as follows:

Section 1. Exhibit A-2 is replaced in its entirety with the attached Amended and Restated Exhibit A-2.

Section 2. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment 4.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 to become effective on February 12, 2024.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____

Name: Ken Klein

Title: Executive Director

CONTRACTOR:

Rave Wireless, Inc. dba Rave Mobile Safety
A Delaware Corporation

By  _____

Name: William T. Piatt

Title: CVP, Command Center SaaS

Approved as to Insurance and Indemnification Provisions:

Risk Management



Amended and Restated Exhibit A-2

Order #: Q-14669-1
Date: 11/21/2022 2:42 PM

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Ship To

Snohomish County, WA Office of Emergency Management ("Customer")
 Jarrod Dibble
 Snohomish County, WA Office of Emergency Management
 3000 Rockefeller Ave
 Everett, Washington 98201
 United States
 +1 (425) 388-5073
 jarrod.dibble@co.snohomish.wa.us

Bill To

Snohomish County, WA Office of Emergency Management
 3000 Rockefeller Ave
 Everett, Washington
 98201
 United States

SALESPERSON	EMAIL	PAYMENT METHOD
Chris Short	cshort@ravemobilesafety.com	Net 30

INITIAL LICENSE TERM:	2/12/2023 through 2/11/2024
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From February 12, 2023 through February 11, 2024, the County's services shall include:

Annual License Fees

Product Description	Unit Price	QTY	Annual License Fee
Additional Campaign Processing for Operational Messaging	Each	3.00	USD 750.00
Additional Operational Messaging (150,000 messages)	150,000 Messages	1.00	USD 2,250.00
Annual License Fees TOTAL:			USD 3,000.00

TOTAL FEES:

	# of Months	Cost Per Year	Total Contract
Annual Fees:	12	USD 3,000.00	USD 3,000.00
One-Time Fees (Set Up & Integration):			USD 0.00
Total Fees:			USD 3,000.00

Fees Payable Net 30:	USD 3,000.00
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FEES BEGINNING FEBRUARY 12, 2024:

Effective February 12, 2024, Rave Wireless shall decrease the County's order to two (2) 10DLC Numbers and no operational text messages, and provide, upon County request, the following products at the following prices. The annual cost for 10DLC numbers and additional SMS messages are as follows:

Product	Annual Cost
Two (2) 10DLC Numbers (Term: 2/12/2024 – 2/11/2025)	\$500.00
Each Additional 10DLC Number (Optional Add-on)	\$250.00
150,000 Additional SMS Messages (Optional Add-on)	\$2,250.00
Each Additional 150,000 SMS Messages (Optional Add-on)	\$2,250.00

Upon notification by the Contractor of the date of 10DLC standard implementation, the County may request capacity for 150,000 additional SMS messages for an annual cost of \$2,250.00, prorated to start on implementation date and align with the existing annual term.

SMS/TEXT AND VOICE MESSAGE FEES

Licensing of the SMS and/or Voice notification mode includes unlimited usage for emergency communications as defined by the telecommunication industry and published at <https://www.getrave.com/help/nw/EmergencyDefinition.action>. There are no per-use fees for Email, Social Media, App Push, RSS, or Outbound CAP modes regardless of the message content. SMS and/or Voice usage incurred to deliver non-emergency communications is subject to usage-based fees.

Any non-emergency SMS messages or voice messages sent in excess of quantities purchased on this or another Customer Acceptance Form, will be subject to per message fees which are billed quarterly in arrears at \$0.03 per SMS message and \$0.08 per Voice Minute. This voice message fee applies to non-emergency voice calls made within and to the contiguous continental United States. International and long-distance rates may apply for all other voice calls. Rave reserves the right to audit Customer's usage for compliance with message quantities purchased and used. Operational Messages do not carry over into subsequent annual term periods. Any unused Operational Messages will be forfeited at the end of the annual term.

Rave's ability to send non-emergency SMS messages on the Customer's behalf is subject to message volume and message delivery rate caps established and enforced by telecommunications carriers. Customer is obligated to abide by the telecommunications policies related to the use of SMS messaging. Failure to abide by SMS messaging policies may result in the telecommunications carriers limiting Customers' overall SMS message volume, reducing message throughput, or revoking the Customer's ability to send SMS messages. Such action by a telecommunications carrier would not alter Customer's obligations to Rave under any agreement (including an order) between Customer and Rave for the provision of Rave Services.

SPECIAL CONDITIONS

NONE