

**AMENDMENT 1 TO THE SOFTWARE AS A SERVICE (SaaS) AGREEMENT WITH
EASY VISTA, INC., FOR AN INFORMATION TECHNOLOGY SERVICE
MANAGEMENT SYSTEM**

This Amendment 1 to the "Software as a Service (SaaS) Agreement Between Snohomish County and Easy Vista, Inc." for an Information Technology Service Management System (the "Agreement"), executed on September 23, 2019 by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Easy Vista, Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into to become effective on February 2, 2022.

RECITALS

WHEREAS, Snohomish County and Easy Vista, Inc. are the parties to that certain Agreement executed on September 23, 2019, entitled "Software as a Service (SaaS) Agreement Between Snohomish County and Easy Vista, Inc." for Information Technology Service Management solution (ITSM); and

WHEREAS, the ITSM has enabled Snohomish County to support its customers by providing a service desk ticketing system to track incidents and requests using Information Technology Infrastructure Library best practices; and

WHEREAS, Snohomish County desires to expand the functionality of the ITSM through the purchase of additional design and configuration services for Asset License and Contract Management and Phase 1 enhancements; and

WHEREAS, to that end, the parties have agreed to add IT Asset Contract Management, and Software Asset License Management design and configuration, and Phase I enhancement services for an additional one-time service fee totaling Fifty-Four Thousand One Hundred Fifty Dollars (\$54,150.00), plus applicable sales tax.

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

1. Exhibit D, (Phase II Statement of Work) is added to the Agreement to describe the services added by this Amendment 1 and incorporated herein by this reference.
2. The following subsection of Section I, Definitions, is amended as follows:

Part FF, System or Hosted Acceptance Plan is replaced in its entirety with the following:

FF. System or Hosted Services Acceptance Plan shall mean that plan set forth in Exhibit A, (Phase I Statement of Work) and Exhibit D, (Phase II Statement of Work).

3. The following subsection of Section II, Scope of Agreement, is amended as follows:

Part A. Scope is replaced in its entirety with the following:

A. Scope

The purpose of this Agreement is to Grant a license to the County so that its Authorized Users may access and use Contractor's online Information Technology Service Management (ITSM) solution that leverages the ITIL framework. Contractor shall also provide associated design and configuration to implement County use of the IT Asset Contract Management and Software Asset License Management modules and provide services to complete Phase 1 enhancements, each as defined in Exhibit D (Phase II Statement of Work). The scope of services is as defined in Exhibit A (Phase I Statement of Work) and Exhibit D (Phase II Statement of Work) each attached hereto and by reference made a part hereof. This Agreement is the product of County RFP No. 051-18SB IT Service Management (ITSM) System.

4. The following subsection of Section III, Services, is amended as follows:

Part D. Training Services is replaced in its entirety with the following:

D. Training Services

1. Contractor shall provide Training Services to the County as detailed in Exhibit A and Exhibit D.

5. The following subsections of Section VII, Price and Payment, are amended as follows:

Part A is replaced in its entirety with the following:

A.1 The County shall pay the Contractor \$117,925 plus Travel and Expenses (not to exceed \$10,000.00) upon Acceptance for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Annual recurring charges for Support and Maintenance Services in years 2 through 5 shall total \$43,806 per year.

A.2 The County shall pay the Contractor \$54,150.00 upon Acceptance for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit D.

Part B is replaced in its entirety with the following:

B. Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit A or Exhibit D, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Part C is replaced in its entirety with the following:

C. The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A and Exhibit D. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A and Exhibit D.

6. The following subsection of Section XIII, Miscellaneous is revised as follows:

Part U. Entire Agreement and Order of Precedence, is replaced in its entirety with the following:

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:


1. Agreement
2. Exhibit A (Phase I Statement of Work)
3. Exhibit B (Technical Support Levels)
4. Exhibit C (Pricing and Payment)
5. Exhibit D (Phase II Statement of Work)
6. RFP
7. Contractor's Response to RFP

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to become effective on February 2, 2022.


COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By  Klein, Kenneth
2022.02.02 10:29:44 -08'00'
Name: Kenneth Klein
Title: Executive Director

CONTRACTOR:

Easy Vista, Inc.
A Delaware Corporation

By 
Name: Evan Carlson
Title: CRO, North America

Approved as to Insurance and Indemnification Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.01.21 06:58:27 -08'00'
Risk Management

<p>COUNCIL USE ONLY Approved <u>2/2/2022</u> ECAF # <u>2022-0032</u> MOT/ORD <u>Motion 22-031</u></p>
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EasyVista Professional Services

Exhibit D - Phase II Statement of work

Prepared For:

Snohomish County

Prepared By: Andrew Reynolds

EasyVista, Inc
3 Columbus Circle
15th Floor
New York, NY 10019
Tel: +1 888-EZV-ITSM

CUSTOMER INFORMATION

Company Name:	Snohomish County		
Point of Contact Name:	M.E. Kalsen		
Point of Contact Email Address:	m.e.Kalsen@snoco.org		
Point of Contact Phone / Cell:	Click here to enter text.	Click here to enter text.	
Point of Contact Address:	3000 Rockefeller Avenue		
Point of Contact City, State, Zip:	Everett	WA	98201

EASYVISTA INFORMATION

Sales Rep Name/FAX:	Michael Brandt	1-646-736-6967
Sales Rep Phone / Email:	1-813-431-3297	mbrandt@easyvista.com
Consultant Name:	Andrew Reynolds	
Consultant Phone / Email:	1-570-534-0383	areynolds@easyvista.com

ENGAGEMENT INFORMATION

Engagement Type:	General Assistance		
Delivery Location:	Remote		
SOW Create Date:	11/10/2021	Resource Plan:	Fixed Price
SOW Expiration Date:	TBD	PS Approval Date:	TBD

DOCUMENT CONTROL

Date	Author	Version	Change Notes
11/10/2021	Andrew Reynolds	1.0	Document Creation
11/22/2021	Andrew Reynolds	2.0	Document Updates
12/13/2021	Andrew Reynolds	3.0	Document Updates

REV: 20211009-01

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PURPOSE

This Phase II Statement of Work (“Phase II SOW”) between Snohomish County (“COUNTY” or “CUSTOMER”) and EasyVista, Inc. (“SERVICE PROVIDER” or “EasyVista” or “EasyVista, Inc.”) is made part of and incorporated by reference to the Software as a Service (SaaS) Agreement (the “Agreement”) entered into on September 23, 2019. Any changes or additions to this SOW must be made in accordance with Section XIII.B. of the Agreement

In the event of a conflict between this SOW and the Agreement, the terms of the Agreement shall control. All other terms of the SOW shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

PROJECT INFORMATION

Project Introduction

This Statement of Work outlines the work required to configure EasyVista in support of Snohomish County Phase II objectives.

Project Scope

Easy Vista shall provide the following:

- IT Asset Contract Management design & configuration,
- Software Asset License Management design & configuration,
- Phase 1 Enhancements.

In preparation for the project, the following items are required prior to project start:

- Integrations: business requirements and use cases
- In scope process documentation (workflow diagrams, catalogs)
- Project sponsor expectations

Project Scheduling

The parties will develop a formal project plan, and target dates will be set once the SOW is executed.

- Desired project start date: **TBD**
- Desired project completion date: **TBD**

Resource Plan

EasyVista will execute this project on a **Fixed Price** basis. EasyVista will allocate a single Technical Consultant and single Project Manager to this project.

In Scope / Out of Scope

The Scope of Work and Engagement Summary sections of this Statement of Work contain an itemized list of components considered IN SCOPE for EasyVista's **Fixed Price** engagement. Any deliverables not listed in this Statement of Work are out of scope and must be documented as a change order request or contract amendment. All change orders approved by both the CUSTOMER and EasyVista in writing, as a result of the defined Change Control Process, shall be considered IN SCOPE.

Change Control Process

The Change Control Process shall be used when a change is made to the schedule, work assignments, contacts or other sections of this SOW that do not include an increase in scope and fees. Any change to scope and fees which increases the cost of the SOW shall be executed through a contract amendment. If an additional visit is requested, it will be scheduled as a new engagement. COUNTY is responsible for any penalties and/or charges resulting from changes to travel plans associated with the requested schedule change unless these charges are specifically waived in the signed change order.

Escalation Management

If, at any time, the engagement is not proceeding as planned or Customer expectations are not being met, the Customer and/or EasyVista will escalate the issue as outlined below so that issues are identified and resolved as quickly as possible.

Customer	EasyVista
Technical point of contact	Consultant
Project Manager	Project Manager
Project Sponsor	Director of Professional Services
Customer Executive	EasyVista Executive

*** Note.** The Project Directory issued during the initiation phase will contain the actual contacts for each escalation point.

Communication Plan

Language of communication will be English. Standard modes of communication will be e-mail (as and when required), Telephone (periodically scheduled call or as per requirement, scheduled by e-mail), and Conventional post (or courier) in the case of hard copy documents or digital media needs to be shared.

PROJECT REQUIREMENTS

This Fixed Price project is provided based on the requirements shown below. EasyVista will escalate to the Customer if these requirements are found to be more complex than initially scoped, therefore requiring additional budget to complete the configuration efforts.

Contract Management:

EasyVista shall:

1. Lead design session with SnoCo Project Team and IT Contracts Staff
2. Identify needs for Contract Renewal Decisions, End of Lease Returns, & Payment Schedule.
3. Configure Contract form per design session.
4. Update/Configure Integration model to facilitate one-time importation of existing Supplier information currently stored in SNOW License Manager. (Up to 500 records)
 - **Note.** Done once already; however, will need to update current records & add additional suppliers to the system.
 - **Note.** Import file to be supplied by COUNTY in CSV format based on specification provided by EasyVista.
5. Update/configure Integration model to facilitate one-time importation of existing Contract information currently stored in SNOW License Manager. (Up to 500 records)
 - **Note.** We have some inventory in EV; however, will need to update current records & add any new contracts created from 2019 to present.
 - **Note.** Import file to be supplied in CSV format based on specification provided by EasyVista.
6. Relate contracts based upon imported relationship information
 - **Note.** Import file to be supplied in CSV format based on specification provided by EasyVista.
7. Configure related supporting tables, as needed.
8. Configure notifications for upcoming contract renewals/expiration and payments.
9. Configure up to three (3) Contract reports.

Software Asset License Management:

EasyVista shall:

1. Lead design session with SnoCo Project Team and IT Asset Mgt staff
2. Configure Integration model to facilitate one-time importation of existing Software License information currently stored in SNOW License Manager.
 - **Note.** Import file to be supplied by COUNTY in CSV format based on specification provided by EasyVista.
3. Configure Integration model to facilitate daily importation of Software installation information from Lansweeper.
 - **Note.** SnoCo to provide information required by CMC to configure connectivity to Lansweeper database.
4. Establish daily importation of Lansweeper software information & updating existing EV records.
5. Configure related supporting tables, as needed.
6. Configure Software Detection rules, if applicable.
7. Configure notification for Software compliance violation (e.g., installs exceed licenses).
8. Configure up to three (3) Software Asset License reports.

Phase I Enhancements:

EasyVista shall:

1. Lead design session with SnoCo Project Team
2. Modifys to current functionality:
 - Add the ability for portal users to Search or Filter Tasks (under See My Items)

- Develop and configure table join functionality that enables creation of a single customer satisfaction survey report containing both comments and scores.
 - Objective is to replace two existing, separate customer satisfaction survey reports.
- Remove the End Date and Duration fields from the current customer satisfaction survey form presented to portal users.
- Update Known Error form/process
- Update Incident and Problem forms so contextual News Articles are displayed when applicable.
- Schedule Task/Business Rule to remove actions from 'On Hold' status based on Scheduled Retrieval time

SERVICES SUMMARY

The following is a list of services that EasyVista shall provide:

Service Description	Deliverable	Completed by	Resource Plan	Delivery Location	Cost
Implementation Services					
IT Asset Contract Management Design & Configuration					\$19,950.00
The following list represents the implementation of the IT Asset Contract Management process:					
IT Asset Contract Management Design	Requirements	Consultant	Fixed	Remote	\$1,900.00
IT Asset Contract Management Design	Documentation	Consultant	Fixed	Remote	\$2,850.00
IT Asset Contract Management Design	Configuration	Consultant	Fixed	Remote	\$5,700.00
Technician Solution Training	Training	Consultant	Fixed	Remote	\$1,900.00
UAT Remediation & Assistance	Support	Consultant	Fixed	Remote	\$1,900.00
Go Live Migration Activities	Support	Consultant	Fixed	Remote	\$1,900.00
Go Live Support	Support	Consultant	Fixed	Remote	\$1,900.00
Project Resourcing & Scheduling	Resourcing	Project Manager	Fixed	Remote	\$1,900.00
Software Asset / License Design & Configuration					\$24,700.00
The following list represents the implementation of the Software Asset / License Compliance process:					
Software Asset / License Compliance Design	Requirements	Consultant	Fixed	Remote	\$2,850.00
Software Asset / License Compliance Documentation	Documentation	Consultant	Fixed	Remote	\$2,850.00
Software Asset / License Compliance Configuration	Configuration	Consultant	Fixed	Remote	\$7,600.00
Software Asset / License Compliance - Lansweeper	Integration	Consultant	Fixed	Remote	\$1,900.00
Adjustments to existing Lansweeper integration to pull data required for Software Asset / License Compliance configuration requirements.					
Technician Solution Training	Training	Consultant	Fixed	Remote	\$1,900.00
UAT Remediation & Assistance	Support	Consultant	Fixed	Remote	\$1,900.00
Go Live Migration Activities	Support	Consultant	Fixed	Remote	\$1,900.00
Go Live Support	Support	Consultant	Fixed	Remote	\$1,900.00
Project Resourcing & Scheduling	Resourcing	Project Manager	Fixed	Remote	\$1,900.00
Additional Services					\$9,500.00

Phase 1 Enhancements	Configuration assistance	Consultant	Fixed	Remote	\$9,500.00
Ad hoc days for general assistance with Phase 1 enhancements based on Customer direction.					
Total Services					\$ 54,150.00
NOTE: The summary listed in the matrix above is intended only to identify what elements will be delivered, not the delivery order. Actual scheduling will be handled by our project management office once all required paperwork has been completed.					

IMPLEMENTATION PRICING

PRICING SUMMARY	
Resource Description	Services Fee
IT Asset Contract Management	\$ 19,950.00
Software Asset / License Compliance	\$ 24,700.00
Additional Services	\$ 9,500.00
Total Services	\$ 54,150.00
Total Services Fee:	\$ 54,150.00

PAYMENT TERMS

EasyVista will invoice County for this SOW as milestone payments based on Accepted Deliverables by Phase. All invoices will include the appropriate purchase order number provided by County. Payment from County is expected no later than 30 days from the invoice date.

Fees / Payment Schedule

Contractor will be paid for the Work accepted by County as specified in this SOW at a fixed fee of **Fifty-Four Thousand One Hundred Fifty (\$54,150.00)** dollars, invoiced after County Acceptance of the deliverable by Phase and according to the schedule below:

Deliverables by Phase	\$ Payment to Contractor	Phase Description
IT Asset Contract Management Go Live	\$19,950.00	IT Asset Contract Management
Software Asset / License Compliance Go Live	\$24,700.00	Software Asset / License Compliance
Phase 1 Enhancements Completed	\$9,500.00	Phase 1 Enhancements

ASSUMPTIONS AND DEPENDENCIES

Resources

1. COUNTY shall ensure that its EasyVista Administrator attends all training, design, and configuration workshops. COUNTY also agrees to provide at least one back up resource if the primary resource is not able to be available for the duration of the project.
2. Unless otherwise noted within this SOW, a single EasyVista technical resource and a single EasyVista project manager will be assigned to this effort. The technical resource may change based upon required skill set, geographic location, and resource availability. EasyVista shall make every effort to maintain the same assigned project manager throughout the duration of the project.
3. The work described in this Statement of Work is intended to be completed by a single EasyVista technical resource in an average workday of eight (8) hours between a standard set of working hours, typically 9:00AM to 5:00PM. The technical resource is allowed two 15-minute breaks and a one-hour lunch, which is in addition to the 8-hour schedule.
4. EasyVista reserves the right to subcontract to qualified third parties any part or all of the performance of the services described herein.
5. COUNTY agrees that its COUNTY Technical SPOC (Single Point of Contact) will answer technical queries raised by EasyVista within one business day.
6. CUSTOMER agrees to make CUSTOMER'S system administrator available to EasyVista Consultant to provide assistance with access to IT resources, software installation, security policy compliance validation, etc. EasyVista Consultant will make every effort to advise CUSTOMER, in advance, regarding any firewall settings, port requirements, etc. that may need to be adjusted. If there is an approval process required for system or network changes, EasyVista should be made aware of these prior to project inception.

Scheduling

7. EasyVista shall schedule workshops with the cooperation of the CUSTOMER staff. Once all parties have approved the schedule, it is agreed these sessions will occur on schedule and the required participants will be present. If workshops are not completed on schedule due to CUSTOMER'S inability to attend and not at the fault of EasyVista, additional hours may be required, and/or additional charges may be imposed as set forth in the License Agreement or Subscription Agreement.
8. EasyVista requires a minimum of five (5) consecutive days of services when the assistance is to be delivered on site.
9. EasyVista requires a minimum of eight (8) consecutive hours of services when the assistance is to be delivered remotely.

Infrastructure, Equipment & Software

10. CUSTOMER agrees no modifications or changes to the architecture associated with the services detailed in this SOW will be performed during the course of the engagement without the prior notification of and acceptance by EasyVista.

11. If engagement is onsite and if EasyVista-owned equipment is not allowed on CUSTOMER network, CUSTOMER will provide the EasyVista Consultant with a work space, telephone, network accounts, and access to a computer as necessary to complete the agreed upon services.
12. CUSTOMER will work with EasyVista to obtain required user licenses and network access for development/production environment.

Design & Configuration Sessions

13. If multiple environments exist and CUSTOMER wishes to work in a development environment, production environment and development environment should be synchronized prior to start of work.
14. Unless otherwise noted in this SOW, work will be performed in a single environment and will not include upgrade or migration services. High availability configuration is also not included unless specifically called out in this SOW.
15. It is the responsibility of CUSTOMER to perform all data backups necessary to protect themselves from data loss prior to start of work. Best practice recommends that development work be done in a development environment whenever possible.
16. All configuration, requirements, and design documents will be formalized and approved by all parties whose approval is required. Once approval is obtained, the requirements will be in a “locked” state, and changes may be made only via the change process. No configuration or development work related to the change will begin until the appropriate requirements have been approved and signed off on by the CUSTOMER project manager and an EasyVista representative. Obtaining all required approvals from CUSTOMER will be the responsibility of the CUSTOMER project manager. EasyVista will confirm understanding of the requirements and expectations for delivery by signing off on the requirements.

Other

17. Unless otherwise noted in this SOW, no import of historical ticket data from existing systems into EasyVista will be performed.

