

Agreement to Pay for Services Rendered to a Third-Party

This Agreement to Pay for Services Rendered to a Third-Party ("Agreement"), effective on October 1, 2023 ("Effective Date"), is made by and between TouchPhrase Development, LLC d/b/a Julota, a Colorado limited liability company, which has a place of business at 102 S. Tejon St., Ste. 1100, Colorado Springs, CO 80903 ("Julota"), and Snohomish County, a political subdivision of the State of Washington ("Snohomish"), in exchange for the mutual promises contained herein, the receipt and legal sufficiency of which are acknowledged. Julota and Snohomish shall be collectively referred to as the "Parties".

Recitals

Julota provides a platform for organizations: a) to provide services directly to individuals seeking assistance through it; b) to coordinate with other individuals or organizations to provide services to individuals seeking assistance that it does not provide directly; c) to cooperate with other organizations to identify services needed for individuals seeking assistance; or d) to assemble, monitor and direct Care Team(s) as defined in Julota's Software as a Service Agreement ("SaaS Agreement").

Pursuant to the terms of this Agreement, Snohomish will pay Julota to provide its services to municipalities/entities, which shall be referred to as "municipality(ies)" that it chooses and that execute a SaaS Agreement and a Statement of Work. Such municipalities/entities will be referred to as "Customer."

1. FEES AND TAXES.

1.1 Fees. Snohomish will pay all fees and taxes as set forth in each Statement of Work ("SOW") that it executes pursuant to the terms of that SOW (the "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in this Agreement, Fees are non-refundable. The payment obligations and Julota's termination rights set forth in the SaaS Agreement are in relevant part, incorporated herein by reference. Julota may terminate any SaaS Agreement or any SOW for any violation of the terms of this Agreement, the SaaS Agreement, or any SOW by Snohomish or the Customer in the applicable SaaS Agreement. Total charges under this Agreement (and any applicable SaaS and SOW) shall not exceed **\$136,595.00 plus applicable taxes** for the first year of this Agreement (excluding extensions or renewals, if any).

1.2 Additional Charges. Snohomish agrees that travel and living expenses and other out-of-pocket expenses reasonably incurred by Julota in connection with the services described in the applicable SaaS Agreement or SOW. As applicable, such out-of-pocket expenses shall be incurred in accordance with Julota's then-current corporate travel and expense policy. To the extent pre-approved in writing by Snohomish, out-of-pocket expenses may be changed to reflect changes issued by the applicable vendor.

1.3 Payments. Unless stated otherwise on the applicable SOW, all Fees are due and payable by Snohomish within forty-five (45) days after the invoice date. Any payment not received from Snohomish by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the rate of one percent (1%) of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Snohomish shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments. In the event that adequate funding is not available, in Snohomish's sole discretion, it and Julota shall suspend performance and Snohomish's payment obligation herein without penalty or recourse. If Snohomish suspends or terminates performance under this Agreement or for any Statement of Work with a Customer, Julota is free to contract directly with said Customer.

1.4 Taxes. All fees set forth in this Agreement are exclusive of all taxes and similar fees. Snohomish shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the fees charged Snohomish under this Agreement, exclusive, however, of taxes based on Julota's income, which taxes shall be paid by Julota. If any taxes for which Snohomish is responsible hereunder are paid by Julota, Snohomish will promptly reimburse Julota upon Snohomish's receipt of proof of payment.

2. NO LICENSE GRANT. Julota grants no license rights or ownership interest related to the services set forth in any SaaS Agreement, any SOW that Snohomish or any municipality executes under this SaaS Agreement, or any other intellectual property belonging to Julota. Snohomish may not access any part of the services provided to Customers that have access to protected health information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, or access to any personal information as defined by applicable law.

3. CONFIDENTIALITY.

3.1 Obligations. Each of the Parties agrees to maintain in confidence any proprietary or non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The Parties hereby agree that any discussions related to any services provided through the this Agreement, any SaaS Agreement, and any SOW shall be considered Confidential Information. Confidential Information also includes: (i) trade secrets and proprietary information (including that of any client, supplier or licensor); (ii) proprietary software programs; and (iii) any other information received from or on behalf of a disclosing party

that is marked confidential or that the recipient of the information could reasonably be expected to know is confidential. If Julota considers any portion of any record provided to the Customer under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Julota shall clearly identify any specific information that it claims to be confidential or proprietary as "Confidential Information". If Snohomish receives a request under the chapter 42.56 RCW to inspect or copy the information so identified by Julota and Snohomish determines that release of the information is required by the chapter 42.56 RCW or otherwise appropriate, Snohomish's sole obligations shall be to notify Julota (a) of the request and (b) of the date that such information will be released to the requester unless Julota obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Julota fails to timely obtain a court order enjoining disclosure, Snohomish will release the requested information on the date specified. Snohomish has, and by this section assumes, no obligation on behalf of Julota to claim any exemption from disclosure under the chapter 42.56 RCW. Snohomish shall not be liable to Julota for releasing records not clearly identified by Julota as confidential or proprietary. Snohomish shall not be liable to Julota for any records that Snohomish releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. Subject to applicable law, except as otherwise expressly provided in this Agreement, upon termination of this Agreement for any reason, and at the request of the disclosing party, the receiving party shall promptly return or destroy (at the disclosing party's option), all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may maintain archival copies of Confidential Information for the applicable statutory periods.

3.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto; or (v) requests for information pursuant to the Freedom of Information Act, or any open-records or public disclosure laws, provided an exemption to said disclosure or other law superseding the requirement for disclosure does not apply. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

4. WARRANTY.

4.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JULOTA MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY JULOTA, OR OTHERWISE UNDER THESE TERMS.

5. LIMITATION OF LIABILITY.

5.1 Waiver of Liability. JULOTA WILL HAVE NO LIABILITY TO Snohomish FOR CLAIMS ARISING OUT OF ANY SAAS AGREEMENT OR THE APPLICABLE SOW. ANY CLAIMS ARISING OUT OF ANY SAAS AGREEMENT OR THE APPLICABLE SOW WILL BE SOLELY THE CLAIMS OF THE MUNICIPALITY EXECUTING THE SAAS AGREEMENT AND THE APPLICABLE SOW. NOTWITHSTANDING THE FOREGOING, JULOTA'S BREACH OF ANY SAAS AGREEMENT OR THE APPLICABLE SOW MAY BE ASSERTED AS A DEFENSE BY Snohomish TO ITS OBLIGATIONS UNDER THIS AGREEMENT.

5.2 LIMITATION ON DIRECT DAMAGES. IN NO EVENT SHALL JULOTA'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY Snohomish UNDER THE APPLICABLE SOW FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

5.3 Waiver of Consequential Damages. IN NO EVENT SHALL JULOTA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JULOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GENERAL.

6.1 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement (and in the case of Julota, to the attention of the Chief Operating Officer) or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email;

three days after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

6.2 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington, excluding its conflict of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts within the County of El Paso located in the State of Colorado. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Each party further hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

6.3 Dispute Resolution. Before initiating legal action against the other party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, each party may request that the other party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

6.4 Relationship of the Parties. The Parties to this agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

6.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Julota (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all SOWs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that, in the case of Snohomish, the assignment is not to a direct competitor of Julota. In the event that either Party assigns its rights or obligations hereunder, in violation of this Section, either Party may at its election, terminate this Agreement, provided it does so within sixty (60) days of the date that written notice of the assignment is provided to the non-assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either

signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

6.7 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements. The foregoing does not apply to Snohomish's payment obligations.

6.8 Headings. The headings of the sections of this Agreement are for reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

6.9 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.10 Construction. This Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor or against any party.

6.11 Counterparts and Signatures. This Agreement and any SOWs, exhibits, addenda and amendments may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Each party may execute this Agreement and any SOWs, exhibits, addenda, Exhibit, or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Snohomish and its affiliates will not dispute the validity or authenticity of electronic signatures submitted to Julota by Snohomish or its affiliates, nor will Snohomish or its affiliates dispute the legal authority, validity or authenticity of those who sign with such electronic signatures to bind Snohomish and its affiliates. Electronic signatures by Snohomish and its affiliates, as well as signatures by either party transmitted by facsimile or electronically via PDF or similar file delivery method, shall have the same effect as an original signature.

Each party hereto has caused this Agreement to be executed by its authorized representative with effect from the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By: 

Name: Scott A. Cravens **DATE** 10/23/2025

Title: CEO

Snohomish County ("Snohomish")

By: _____



Name:

DATE

Title:

EXHIBIT A

Snohomish County, Washington Statement of Work

Service and Fees

This SOW is being entered into pursuant to and through the agreement between Julota and Snohomish County ("Snohomish") titled, Agreement to Pay for Services Rendered to a Third-Party dated [Insert Date] (the "Agreement"). The Agreement and the SaaS Agreement entered into by Customer (the "SaaS Agreement"), are incorporated herein by reference. Any capitalized term used but not defined in this SOW shall have the meaning first assigned to it in the SaaS Agreement signed by the Customer.

A. Term:

The term of this SOW is set forth in Appendix 1 to this SOW.

B. License and Deliverables:

1. Services: Julota will license to Customer access to a web-based and mobile integrated software for tracking services provided to Help Seekers on the Platform, which is called "Julota Reach." Customer and its authorized users may access the Services for the purpose of providing long-term Health Seeker contact, tracking, monitoring and care. Customer will, through the administration panel of Julota Reach, create and authorize new authorized users. Julota Reach software will allow Customer and its authorized users to communicate action steps necessary to integrate and coordinate the care of Help Seekers.
2. Authorized users: Authorized users may be individuals from Customer's organization or Care Teams and their employees. Customer may authorize an unlimited number of authorized users to access Julota Reach through Customer's license.
3. Usage and Storage: The amount of usage of the Hosted Services (not including enrollments) and data storage is unlimited.
4. Excess Hosted Service Usage Fee: \$0
5. Service Levels: Julota will provide general support for Julota Reach as provided for in the SLA attached as Exhibit "A" to the SaaS Agreement.

C. Fees and Expenses:

1. Fees and expenses will be as provided in Appendix 1 to this Statement of Work.
2. **Payment:** All payments shall be paid by Snohomish within 45 days of the date on the invoice. Snohomish will **not** be invoiced for the fee for the Initial Term. Payments should be made payable to "Julota" and sent to the following address:
Julota
Attention: Accounting Department
102 S. Tejon St., Suite 1100
Colorado Springs, CO 80903

Julota may change the payment method provided it does so in writing to Snohomish. Payments not paid within 45 days of the date on the invoice will be charged at the lower of one and a half percent (1%) of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid, whichever is lower. Snohomish shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

D. Schedule:

Services will be provided upon execution of the Agreement and the payment of the Annual Recurring and Support Services Fees by Snohomish.

E. Service Changes:

Julota reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to:

1. maintain or enhance (i) the quality or delivery of the Services for its customers, (ii) the competitive strength of or market for Julota's services, or (iii) the cost efficiency or performance of the Services; or
2. to comply with applicable Law.

Notwithstanding the foregoing, in no event will such Julota initiated changes result in increased cost to Snohomish during the term of this SOW.

Customer understands that daily and weekly Julota initiated changes may occur without advance notice and such changes are for the purpose of bug fixes and minor improvements.

During the term of this SOW, Julota shall provide to Customer at no additional charge the following:

1. any and all changes that it develops with respect to the Services, unless such changes are considered optional to the Customer and bear additional costs to Julota outside of costs for Julota initiated implementation and development;
2. any and all changes required by federal or state governmental, or professional regulatory mandates related to the Customer's use of the Services; and
3. the Documentation associated with any changes.

Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services, subject to approval by Snohomish. The Parties shall evaluate the requested changes and, if agreed, implement all such requested changes in accordance with a mutually agreed change order. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

F. Subcontractors:

Julota may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor")

G. On-Site Resources:

Any Julota personnel visiting Customer's facilities shall comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Julota upon request.

H. Customer Acknowledgments:

Customer shall be responsible for purchasing, acquiring and installing all hardware associated with the Agreement and this SOW. Customer shall also be responsible for all training. Julota has no responsibility related to any of the hardware, including, but not limited to, in-store hardware (iPads, cables, cases, etc.). Julota may advise Customer regarding proper deployment of Services, but such advice is without warranty and provided "As Is".

I. Definitions:

1. "Dataset Migration" is the process of selecting, preparing, extracting, and transforming data from one computer storage system to another."
2. "Monthly Active Client(s)" is a Help Seeker whose name has been added to the Hosted Services, through Customer's subscription to the Services, for a service, encounter or enrollment for a particular month.



Signature Page Follows

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By: 

Name: Scott A. Cravens

Title: CEO

Date: 10/23/2025

Snohomish County, Washington ("Customer")

By:

Name:

Title:

Date:

Snohomish County agrees to assume liability for and to timely make all payments under this SOW pursuant to the terms of this SOW and the Agreement, which it acknowledges having received and reviewed.

Snohomish County ("Snohomish")

By:

Name:

Title:

Date:



Appendix 1 to the Snohomish County, Washington Statement of Work

This Appendix 1 to the Statement of Work ("Appendix"), except as otherwise specifically provided herein, incorporates by reference the terms of the Agreement and the SOW. Any capitalized term used but not defined in this Appendix shall have the meaning first assigned to it in the SOW and, to the extent not defined in the SOW, then the meaning assigned to it in the Agreement.

The terms for Julota will provide the Services according to the following:

1. **Term:** This SOW governs services from 12:00:00 a.m. MT on October 1, 2023 to 11:59:59 pm MT on September 30, 2026 (the "Term"), after which date this SOW will automatically renew for successive 1-year periods, not to exceed 5 (five) 1-year periods, or until such time as either party elects not to renew this SOW by providing written notice per the Terms of the Agreement.

2. **Fees** (the following fees do not include applicable taxes):

Recurring Annual Fees Schedule for October 1, 2023 through September 30, 2024 (non-refundable):

	Price	Quantity	Subtotal:
Platform License Fee	\$7,796.00	1	\$7,796.00
Services – LEAD and Recovery Navigator	\$380.00	2	\$760.00
Standard Hubs	\$5,800.00	1	\$5,800.00
1-Directional Interfaces	\$1,300.00	1	\$1,300.00
Trusted Partners	\$110.00	1	\$110.00
Annualized Monthly Active Clients	\$4.50	1980	\$8,910.00
Surveys Module	\$990.00	1	\$990.00
Criminal History Module	\$990.00	1	\$990.00
42 CFR Part 2 Compliant Workflows	\$5,250.00	1	\$5,250.00
CJIS/42 CFR Part 2	\$5,250.00	1	\$5,250.00
Custom Data Extraction	\$1,300.00	1	\$1,300.00

TOTAL RECURRING FEES: \$ 38,456.000

Support Services:

	Price	Quantity	Subtotal:
Yearly Julota Elite Support Service	\$9,650.00	1	\$9,650.00
Support for ongoing configuration to platform	Included		
Help Desk access	Included		
Critical Outage Response	Included		
Dedicated Hotline Support	Included		
2 Additional Video Training Session	Included		
Access to post-implementation CSM/onboarding support	Included		
3 Custom Automations	Included		
Julota Data Warehouse Reports (if provided)	Included		
4 Hours of data normalization for Data Migration	Included		
Julota staff monitoring of interface performance (monthly)	Included		
Julota Provided user/permission management (up to 12 hours)	Included		
Consulting (up to 5 hours)	Included		

YEARLY SUPPORT FEES: \$ 9,650.00

Discounts and Credits

	Price	Quantity	Subtotal:
Yearly Loyalty Discount	-\$100.00	2	-\$200.00
Champion Discount	-\$6,000.00	1	-\$6,000.00

Grand total for: Recurring Annual & Support Services Fees for 10/01/23 – 09/30/24 = \$ 41,906.00 (plus tax)

**Recurring Annual Fees Schedule for October 1, 2024 through September 30, 2025 (non-refundable) :**

	Price	Quantity	Subtotal:
Platform License Fee	\$8,029.00	1	\$8,029.00
Services – LEAD and Recovery Navigator	\$800.00	2	\$800.00
Standard Hubs	\$5,900.00	1	\$5,900.00
Complex Interface Maintenance	\$1,350.00	1	\$1,350.00
Annualized Monthly Active Clients	\$5.00	2057	\$10,285.00
Surveys Module	\$1,020.00	1	\$1,020.00
Criminal History Module	\$1,020.00	1	\$1,020.00
42 CFR Part 2 Compliant Workflows	\$4,800.00	1	\$4,800.00
CJIS/42 CFR Part 2	\$4,800.00	1	\$4,800.00
Custom Data Extraction	\$1,350.00	1	\$1,350.00

TOTAL RECURRING FEES: \$ 39,354.000**Support Services:**

	Price	Quantity	Subtotal:
Yearly Julota Elite Support Service	\$9,650.00	1	\$12,900.00
Support for ongoing configuration to platform	Included		
Help Desk access	Included		
Critical Outage Response	Included		
Dedicated Hotline Support	Included		
2 Additional Video Training Session	Included		
Access to post-implementation CSM/onboarding support	Included		
3 Custom Automations	Included		
Julota Data Warehouse Reports (if provided)	Included		
4 Hours of data normalization for Data Migration	Included		
Julota staff monitoring of interface performance (monthly)	Included		
Julota Provided user/permission management (up to 12 hours)	Included		
Consulting (up to 5 hours)	Included		

YEARLY SUPPORT FEES: \$ 12,900.00**Discounts and Credits**

	Price	Quantity	Subtotal:
Yearly Loyalty Discount	-\$100.00	3	-\$300.00
Champion Discount	-\$6,000.00	1	-\$6,000.00

Grand total for: Recurring Annual & Support Services Fees for 10/01/24 – 09/30/25 = \$ 45,954.00 (plus tax)**Recurring Annual Fees Schedule for October 1, 2025 through September 30, 2026 (non-refundable) :**

	Price	Quantity	Subtotal:
Platform License Fee	\$8,045.00	1	\$8,045.00
Standard Hubs	\$4,000.00	1	\$4,000.00
Annualized Monthly Active Clients	\$5.00	2,467	\$12,590.00
Services – LEAD and Recovery Navigator	\$500.00	2	\$1,000.00
Forms Module	\$600.00	1	\$600.00
Assessments Module	\$600.00	1	\$600.00
Surveys Module	\$600.00	1	\$600.00
Protocols Module	\$600.00	1	\$600.00
Criminal History Module	\$1,500.00	1	\$1,500.00
42 CFR Part 2	\$3,800.00	1	\$3,800.00
CJIS	\$3,800.00	1	\$3,800.00
Complex Interface Maintenance	\$1,800.00	1	\$1,800.00
Custom Data Extraction	\$1,400.00	2	\$2,800.00

TOTAL RECURRING FEES: \$ 41,735.000

Support Services:

	Price	Quantity	Subtotal:
Yearly Julota Elite Support Service	\$1350.00		\$13,500.00
Support for ongoing configuration to platform	Included		
Help Desk access	Included		
Critical Outage Response	Included		
Dedicated Hotline Support	Included		
2 Additional Video Training Session	Included		
Access to post-implementation CSM/onboarding support	Included		
3 Custom Automations	Included		
Julota Data Warehouse Reports (if provided)	Included		
4 Hours of data normalization for Data Migration	Included		
Julota staff monitoring of interface performance (monthly)	Included		
Julota Provided user/permission management (up to 12 hours)	Included		
Consulting (up to 5 hours)	Included		

YEARLY SUPPORT FEES:
\$ 13,500.00
Discounts and Credits

	Price	Quantity	Subtotal:
Yearly Loyalty Discount	-\$125.00	4	-\$500.00
Champion Discount	-\$6,000.00	1	-\$6,000.00

Grand total for: Recurring Annual & Support Services Fees for 10/01/25 – 09/30/26 = \$ 48,735.00 (plus tax)

- For the completion of the Dataset Migration, Customer, through the Lead Program Director (designated by Snohomish), is responsible for providing its “data dictionary,” which provides the name of the data fields in the old system, the definition of each data field, and the name of the field it is being moved to on Julota’s system.
- If Customer exceeds the estimated number of Monthly Active Clients during a year, it will not be charged for additional Monthly Active Clients, but Julota reserves the right to adjust the fee for Monthly Active Clients in the following year.
- On an annual basis, the fees set forth in the “Recurring Annual Fees Schedule” may be increased by Julota in accordance with the increase with the most recently published United States of America Consumer Price Index plus two percent (2%).
- Additional services listed above may be purchased at any time by Customer, subject to the approval by Snohomish, by providing written notice to Julota requesting the additional services. The rates set forth above in the “Recurring Annual Fees Schedule” are valid if ordered during the Term for Non-Recurring Term subscriptions and during the Initial Term for Auto-Renew Term subscriptions. Thereafter, the rates will be at the then current rates set by Julota.

*****Signature Page Follows*****

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By:

Name: **Scott A. Cravens**

Title: **CEO**

Date: **10/23/2025**

Snohomish County, Washington ("Customer")

By:

Name:

Title:

Date:

Snohomish County agrees to assume liability for and to timely make all payments under this SOW pursuant to the terms of this SOW and the Agreement, which it acknowledges having received and reviewed.

Snohomish County, Washington ("Snohomish")

By:

Name:

Title:

Date: