

AMENDMENT 2 TO TECHNOLOGY SOLUTION CONTRACT FOR AN ENTERPRISE CONTENT MANAGEMENT SOLUTION

This Amendment 2 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 (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, 2023.

RECITALS

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

WHEREAS, the Agreement includes 50,000 SMS messages annually, and the County needs to include an additional 150,000 SMS messages annually to meet the capacity for the three (3) additional 10DLC numbers; and

WHEREAS, the County and Contractor desire to amend the Agreement to include capacity for 150,000 additional SMS messages annually and three (3) additional 10DLC numbers beginning February 12, 2023, and

WHEREAS, the Contractor has offered fixed pricing for the additional SMS messaging capacity and 10DLC numbers under the terms and conditions described in this Amendment 2.

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, Customer Order Form for services from 2/12/2023 through 2/11/2024 is added to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 to become effective on February 12, 2023.

Signature page follows.

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 C. Price

Title: CFO

Approved as to Insurance and Indemnification Provisions:

Risk Management



Exhibit A-2

Customer Order Form **Order #:** Q-14669-1
Date: 11/21/2022 2:42 PM
Expires On: 12/21/2022

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
------------------------------	-----------------------------

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
-----------------------------	--------------

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