

AMENDMENT 4 TO TECHNOLOGY SOLUTION CONTRACT FOR AN ENTERPRISE CONTENT MANAGEMENT SOLUTION

This Amendment 4 to the "Technology Solution Contract for an Enterprise Content Management Solution" executed on February 28, 2018, and amended by Amendment 1 on November 23, 2021, and Amendment 2 on December 14, 2023, and Amendment 3 on December 12, 2024 (the "Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and OpenText Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this ____ day of ____, 2025.

RECITALS

WHEREAS, the County and OpenText Inc. are the parties to that certain Agreement executed on February 28, 2018, and amended on November 23, 2021, December 14, 2023, and December 12, 2024, entitled "Technology Solution Contract for an Enterprise Content Management Solution (ECM)", and

WHEREAS, the Agreement incorporates the Washington State Department of Enterprise Services Master Contract No. 07814 executed on October 26, 2015; and

WHEREAS, the County and Contractor memorialized in writing via memorandum and email correspondence in November 2018 and December 2018, the mutual intent of the parties to the Agreement to accept the implementation as complete and change the annual renewal date to December 1; and

WHEREAS, the current term of the Agreement will expire November 30, 2026, and

WHEREAS, the County needs to acquire 73 additional Extended ECM, X1 Standard Named User (1000065715) licenses and associated maintenance and support for the Health Department that will begin June 1, 2025; and

WHEREAS, the cost to acquire the additional licenses is Fifty-Four Thousand Eight Hundred Twenty-Nine Dollars and Six Cents (\$54,829.06) plus applicable Washington State sales tax; and

WHEREAS, the cost for maintenance and support for the additional Extended ECM, X1 Standard Named User (1000065715) licenses from June 1, 2025 through November 30, 2026 is Nineteen Thousand Three Hundred Eighty-Eight Dollars and Ninety-Three Cents (\$19,388.93) plus applicable Washington State sales tax.

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

1. Schedule F – Contractor Quotation Reference Number 02086137 dated April 23, 2025 is attached hereto and by this reference made a part of the Agreement.

2. Schedule A Section 2, Price Schedule and Fees, is deleted in its entirety and replaced with the following:

- a. The maximum amount payable from the execution date of the Agreement through November 30, 2026, shall not exceed \$1,100,556.52 plus applicable sales tax.
- b. Total compensation payable to Contractor for products/services purchased from the effective date through 11/30/2021 shall not exceed \$304,895 plus applicable Washington State sales tax, without a mutually approved change order by both parties as described in the Project Change Control Procedures identified in Schedule B Statement of Work.

The Contractor's ECM software Quote No. 00476097 dated December 12, 2017 shall be attached and incorporated herein as Schedule C.

The Contractor's professional services estimate is set forth in the Statement of Work and shall be attached and incorporated herein as Schedule B.
A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

- c. Total compensation payable to Contractor for professional services in accordance with Schedule D – OpenText Flex Days Agreement, shall not exceed One Hundred Forty-Two Thousand Four Hundred Dollars (\$142,400.00) plus applicable Washington State sales tax.
- d. Total compensation payable to Contractor for licenses for Extended ECM and Intelligent Capture Enterprise shall not exceed (\$112,491.30) plus applicable Washington State sales tax.
- e. Total compensation payable to Contractor for licenses purchased pursuant to this Amendment 3 as further described in the attached Schedule E shall not exceed \$225,688.18 plus applicable Washington State sales tax.
- f. Total compensation payable to Contractor for licenses purchased pursuant to this Amendment 4 as further described in the attached Schedule F shall not exceed \$74,217.99 plus applicable Washington State sales tax.
- g. Annual compensation payable to Contractor for maintenance and support services from December 1, 2021 through November 30, 2026, is as follows:

Service Description	Term	Term Fees
Annual Maintenance and Support	12/1/2021 – 11/30/2022	\$11,065.85
Annual Maintenance and Support	12/1/2022 – 11/30/2023	\$11,619.14

Annual Maintenance and Support	12/1/2023 – 11/30/2024	\$12,200.10
Annual Maintenance and Support	12/1/2024 – 11/30/2025	\$12,810.11
Annual Maintenance and Support	12/1/2025 – 11/30/2026	\$13,450.61
Annual Maintenance and Support Extended ECM	2/1/2024 – 11/30/2024*	\$10,019.38
Annual Maintenance and Support Intelligent Capture Enterprise	2/1/2024 – 11/30/2024*	\$11,541.46
Annual Maintenance and Support Extended ECM	12/1/2024 – 11/30/2025	\$12,023.25
Annual Maintenance and Support Intelligent Capture Enterprise	12/1/2024 – 11/30/2025	\$13,849.75
Annual Maintenance and Support Extended ECM	12/1/2025 – 11/30/2026	\$12,023.25
Annual Maintenance and Support Intelligent Capture Enterprise	12/1/2025 – 11/30/2026	\$13,849.75
Annual Maintenance and Support for Additional 176 Licenses Acquired through Amendment 3	12/1/2024 – 11/30/2025	\$51,908.00
Annual Maintenance and Support for Additional 176 Licenses Acquired through Amendment 3	12/1/2025 – 11/30/2026	\$54,503.40
Acquisition of Additional 73 Licenses Acquired through Amendment 4	6/1/2025 – 11/30/2025	\$54,829.06
Annual Maintenance and Support for Additional 73 Licenses Acquired through Amendment 4	6/1/2025 – 11/30/2025*	\$6,305.34
Annual Maintenance and Support for Additional 73 Licenses Acquired through Amendment 4	12/1/2025 – 11/30/2026	\$13,083.59

*Maintenance and support shall be prorated for the first year.

3. Schedule A Order of Precedence is deleted in its entirety and replaced with the following:

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Technology Solution Contract between Snohomish County and OpenText
5. Schedule B – Statement of Work

6. Schedule C – Contractor Quote No. 00476097 dated December 12, 2017
7. Schedule D – OpenText Flex Days Agreement
8. Schedule E - Contractor Quotation Reference Number 01981025 dated October 22, 2024
9. Schedule F – Contractor Quotation Reference Number 02086137 dated April 23, 2025
10. Exhibit A – Software License Agreements
11. Any other provision, term or material incorporated herein by reference or otherwise incorporated

Except as expressly amended in this Amendment 4, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CONTRACTOR:

Open Text Inc.
A Delaware Corporation

By _____
Name: _____
Title: _____

Kevin R. Davis
By _____
Name: Kevin Davis
Title: President

SCHEDULE F



QUOTATION

Quotation Reference Number: 02086137

Date (yyyy/mm/dd): 2025/04/23

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To Snohomish County
Government
3000 Rockefeller Ave Ms 709
Everett WA 98201-4071
United States
Attention Jose Matthews
Title Enterprise Data Manager
Office (425) 388-3899
Mobile (859) 979-0630
Fax (360) 236-4818
Email jose.matthews@snoco.org
Ship to Email jose.matthews@snoco.org

From Open Text Inc
2440 Sand Hill Road
Menlo Park CA 94025
United States
Contact Kevin Conroy
Title Sr. Account Executive
Office +1 480 223 5169
Mobile
Fax
Email kconroy@opentext.com

Currency USD
Maintenance Term 18 Months

Item	SKU / Product Name	New Quantity	Unit of Measure / License Model	Selling Price Per Unit	Net Price	Maintenance Net Price
1	1000065715 OpenText Content Management, Express (X1) Standard Named User (Extended ECM Platform) ***	73	Standard Named Users	751.08	54,829.06	19,388.93
2	1000031147 OpenText World - Courtesy Single Pass	1		0.00	0.00	
Sub-Total				USD	54,829.06	
Sub-Total Maintenance & Support Fees				USD		19,388.93
Grand Total (Before Taxes)				USD		74,217.99

Shipping and Freight charges may be applied to your invoice if you have not provided OpenText with preferred carrier details

OpenText is rebranding its portfolio of products. In this transition period, there may be differences in product names and SKU descriptions across our quotes, orders, and invoices. Our SKU numbers will remain the same and will serve as the consistent identifier. Please refer here <https://www.opentext.com/products/rebrand> for further information and for a mapping table of old to new names.



QUOTATION

Quotation Reference Number: 02086137
Date (yyyy/mm/dd): 2025/04/23
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Product Specific Terms

OpenText Content Management, Express (X1) Standard Named User (Extended ECM Platform)
The license model terms and limitations applicable to OpenText Content Management, Express (X1) Standard Named User (1000065715) are identical to those that apply to Software licensed under the Standard Named User License Model, except as noted below.
1) This Software includes a license to Monitoring Agent (1000030727), which is subject to the Production Program Instance License Model.

* Protect	** Protect Anytime	*** Prime Protect
Quotation Terms & Conditions:		
Expiration Date (yyyy/mm/dd)	2024/06/12	
Payment Terms	Net 30	
Shipping Information	FOB Shipping Point	
Government Agreement Number	N/A	
Taxes	Not Included	
<p>Unless otherwise specified herein, the purchase and use of software licenses specified above are governed by the Open Text End User License Agreement embedded in the software product and accessible as a read me file, or in the absence of an embedded license or a valid consent to its application as required by applicable law, the terms of the Open Text End User License Agreement (available at www.opentext.com/agreements) for the country of the Open Text entity named in this Quotation, unless a signed agreement between you and Open Text covering the license of software is effective as of the date of this quotation which shall prevail over any embedded or online terms.</p> <p>The purchase of OpenText products or services by an OpenText Partner Network partner or by an organization acting in the capacity of a partner (for example, a limited reseller) (in each case, "Partner") is governed by the current partner agreement or limited reseller agreement signed by the parties (in each case, "Partner Agreement"). By accepting this quotation, Partner acknowledges and agrees that (A) Partner has not entered into any other agreement or amendment, whether written or verbal, which purports to modify the terms of the Partner Agreement in connection with the licenses or subscriptions granted under this quotation, (B) no other terms and conditions apply to this transaction, whether written or verbal, and (C) the products/services and terms set out in this quotation represent the entirety of the order by Partner and the entirety of the entitlement which Partner may pass on to that end user, whether as a reseller or service provider or other OpenText Partner Network partner type. Partner further represents, warrants and certifies that in connection with this transaction, it has complied and will comply, with all applicable laws and regulations, and has not engaged in any corrupt or fraudulent practices.</p> <p>The purchase and use of third party software licenses (i.e. software licenses granted by parties other than OpenText) set out in this quotation which are being resold by OpenText are governed by the software license terms which accompany such third party software, and such terms represent an agreement between the third party and the customer/licensee (OpenText is not a party to such terms).</p> <p>Maintenance and support services are provided in accordance with the terms and conditions set out in the applicable Open Text Software Maintenance Program Handbook available at www.opentext.com/agreements ("SMPH") and either (i) the applicable license agreement, (ii) the Software Support Terms and Conditions for the country of the Open Text entity named in this Quotation, available at www.opentext.com/agreements, or (iii) a signed agreement between you and Open Text covering the provision of Support Services.</p> <p>The purchase and provision of professional or consulting services set out in this quotation are governed by the services agreement signed by the parties, or in the absence of such signed agreement, the terms of the OpenText Professional Services Programs Agreement (available at www.opentext.com/agreements) which is effective as of the date of this quotation.</p> <p>The provision and use of Cloud Services are governed by the Open Text Cloud General Terms of Service available at www.opentext.com/agreements.</p> <p>The purchase and use of hardware set out in this quotation is governed exclusively by the terms and conditions which accompany such hardware, and OpenText disclaims all warranties and liability in respect of the purchase, sale, and/or use of such hardware.</p> <p>In the event you require a purchase order or any other document to be issued in connection with your acceptance of this Quotation, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Open Text acknowledges or issues an invoice after receiving the purchase order. By signing this Quotation or accepting it by email or by issuing a purchase order for the amount set forth above, or by paying such amount you have entered into a valid and binding agreement for the provision of software licenses and maintenance and support services, services or hardware on the terms and fees set out herein.</p>		