

AMENDMENT 1 TO TECHNOLOGY SOLUTION CONTRACT FOR AN ENTERPRISE CONTENT MANAGEMENT SOLUTION

This Amendment 1 to the "Software as a Service (SaaS) Agreement for Emergency Response Notification Services" (the "Agreement"), executed on February 12, 2020 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 November 12, 2021.

RECITALS

WHEREAS, the County and Rave Wireless, Inc. dba Rave Mobile Safety are the parties to that certain Agreement executed on February 12, 2020, entitled "Software as a Service (SaaS) Agreement for Emergency Response Notification Services", and

WHEREAS, the County and Contractor desire to amend the Agreement to include one additional SMS to Opt-in keyword to support airport operations beginning November 12, 2021, and

WHEREAS, the Contractor has offered pro-rated, fixed pricing for the additional SMS to Opt-in keyword under the terms and conditions described in this Amendment 1.

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-1, Order Form No. 2 for services from 11/12/2021 through 2/11/2025 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 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to become effective on November 12, 2021.

COUNTY:

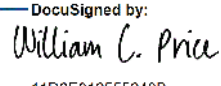
Snohomish County, a political subdivision
of the State of Washington

By  Ken Klein
2021.10.25 14:42:59 -07'00'
Name: Ken Klein
Title: Executive Director

COUNCIL USE ONLY	
Approved	<u>October 25, 2021</u>
ECAF #	<u>2021-0807</u>
MOT/ORD	<u>Motion 21-375</u>

CONTRACTOR:

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

By  William C. Price
DocuSigned by:
11D8E012555240B...
C. Price
Title: CFO

Approved as to Insurance and Indemnification Provisions:

Baer, Diane

Digitally signed by Baer, Diane
Date: 2021.09.29 13:21:45
-07'00'

Risk Management

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
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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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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

AMENDMENT 3 TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Amendment 3 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, and Amendment 2 dated January 18, 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 October 12, 2023.

RECITALS

WHEREAS, the County's Campus Security Team has assessed options to get emergency messaging out to County employees; and

WHEREAS, the Campus Security Team has determined that the best solution is to add a Recurring Desktop Alert and Optional Soft Panic Button License; and

WHEREAS, the Contractor has offered fixed pricing for the Recurring Desktop Alert and Optional Soft Panic Button License under the terms and conditions described in this Amendment 3.

WHEREAS, the increase to the Agreement through the current term ending February 11, 2025 is Six Thousand Six Hundred Eighty-Four Dollars and Ninety-Three Cents (\$6,684.93).

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-3, Customer Order Form for services from October 12, 2023 through February 11, 2025 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 3.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 to become effective on October 12, 2023.

Signature page follows.

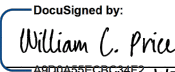
COUNTY:

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:

Barker, Sheila

Digitally signed by Barker, Sheila
Date: 2023.08.30 06:58:17 -07'00'

Risk Management

COUNCIL USE ONLY	
Approved	<u>9/13/2023</u>
ECAF #	<u>2023-0993</u>
MOT/ORD	<u>Motion 23-379</u>



Exhibit A-3 Customer Order Form

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

Order #: Q-25176
Date: August 22, 2023
Expires On: October 27, 2023

Ship To

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

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

LICENSE TERM:	October 12, 2023 through February 11, 2025
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New

Annual License Fees

Product Description	Unit Price	Add'l QTY	Annual Fee
Recurring Desktop Alert and Optional Soft Panic Button License	\$5,000.00	1.00	\$5,000.00
Annual License Fees TOTAL:			\$5,000.00

FEE SCHEDULE:

Term:	To Be Invoiced:	Amount:
Prorated Add-on License Fees* (10/12/23 – 2/11/24):	Upon Amendment 3 Execution	\$1,684.93
Annual Add-on License Fees (2/12/24 – 2/11/25):	2/12/24	\$5,000.00
Total Fees:		\$6,684.93

*Prorated for 123 days to align with Customer's current term.

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

AMENDMENT 5 TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Amendment 5 to the "Software as a Service (SaaS) Agreement for Emergency Response Notification Services" (the "Original Agreement"), executed on February 12, 2020, as amended by Amendment 1 dated October 25, 2021, Amendment 2 dated January 18, 2023, Amendment 3 dated September 14, 2023, and Amendment 4 dated January 24, 2024 (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 upon mutual execution of the parties.

RECITALS

WHEREAS, the Agreement is effective through February 11, 2025; and

WHEREAS, the parties wish to amend the Agreement to automatically renew annually on February 12th (the "Anniversary Date") unless terminated by either party in accordance with the Agreement; and

WHEREAS, the parties have agreed to an annual increase of two (2) percent beginning February 12, 2025.

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

1. Section IV, Term of Agreement is deleted in its entirety and replaced with the following:

IV. Term of Agreement.

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the Effective Date. Thereafter, the Agreement shall renew automatically on the Anniversary Date unless terminated by either party in accordance with section V of the Agreement.

A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

2. Section VII, Price and Payment, Subsection A is deleted in its entirety and replaced with the following:

VII. Price and Payment.

A.1 The County shall pay the Contractor Ninety-One Thousand Seven Hundred Thirty-Two Dollars (\$91,732.00) for the Deliverables required to be provided by

the Contractor as described in Exhibit A. Order Form and Statement of Work. Annual recurring charges for Software Subscription Services in years two (2) through five (5) shall not exceed Eighty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$87,932.00) per year or a total of Four Hundred Thirty-Nine Thousand Six Hundred Sixty Dollars (\$439,660.00).

A.2 Beginning with year six (6), there shall be an annual renewal increase of two (2) percent on the Anniversary Date.

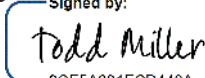
3. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment 5.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 5 to become effective upon mutual execution of the parties.

COUNTY:
Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

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

Signed by:
By  _____
9CE5A831ECD448A
Name: Todd Miller
Title: Sr Dir

Approved as to Insurance and Indemnification Provisions:

Barker,
Sheila
Risk Management

Digitally signed by
Barker, Sheila
Date: 2024.10.22
14:23:19 -07'00'

Approved only as to form:

Wendling,
Rebecca
Deputy Prosecuting Attorney

Digitally signed by
Wendling, Rebecca
Date: 2024.09.24 13:30:52
-07'00'

<p>COUNCIL USE ONLY</p> <p>Approved <u>11/6/2024</u></p> <p>ECAF # <u>2024-2400</u></p> <p>MOT/ORD <u>Motion 24-443</u></p>
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