AMENDMENT 3 TO TECHNOLOGY SOLUTION CONTRACT FOR AN ENTERPRISE CONTENT MANAGEMENT SOLUTION

This Amendment 3 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, (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 <u>12th</u> day of <u>Dec.</u>, 2024.

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 and December 14, 2023, 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 additional licenses of Extended ECM, Add-On Government, Standard Named User (1000065758) and Extended ECM, X1 Standard Named User (1000065715) and associated maintenance and support that will begin December 1, 2024; and

WHEREAS, the cost to acquire the additional licenses is Two Hundred Twenty-Five Thousand Six Hundred Eighty-Eight Dollars and Eighteen Cents (\$225,688.18) plus applicable Washington State sales tax; and

WHEREAS, the annual cost for annual maintenance and support for the additional licenses Enterprise from December 1, 2024 through November 30, 2026 is One Hundred Six Thousand Four Hundred Eleven Dollars and Forty Cents (\$106,411.40) 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 E Contractor Quotation Reference Number 02000776 dated October 22, 2024 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 \$1,026,338.53 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. 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 $12/1/2025 - 11/30/2026$ \$13,450.61Annual Maintenance and Support $2/1/2024 - 11/30/2024^*$ \$10,019.38Extended ECM $2/1/2024 - 11/30/2024^*$ \$11,541.46Annual Maintenance and Support $2/1/2024 - 11/30/2024^*$ \$11,541.46Intelligent Capture Enterprise $12/1/2024 - 11/30/2025$ \$12,023.25Extended ECM $12/1/2024 - 11/30/2025$ \$13,849.75Annual Maintenance and Support $12/1/2024 - 11/30/2026$ \$12,023.25Extended ECM $12/1/2025 - 11/30/2026$ \$12,023.25Annual Maintenance and Support $12/1/2025 - 11/30/2026$ \$12,023.25Extended ECM $12/1/2025 - 11/30/2026$ \$13,849.75Annual Maintenance and Support $12/1/2025 - 11/30/2026$ \$13,849.75Intelligent Capture Enterprise $12/1/2025 - 11/30/2026$ \$13,849.75Annual Maintenance and Support for Additional 176 Licenses Acquired through Amendment 3 $12/1/2025 - 11/30/2026$ \$54,503.40Additional 176 Licenses Acquired through Amendment 3 $12/1/2025 - 11/30/2026$ \$54,503.40			
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through Amondment 2	Additional 176 Licenses Acquired		
through Amendment 5	through Amendment 3		

*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. Exhibit A Software License Agreements

10. Any other provision, term or material incorporated herein by reference or otherwise incorporated

Except as expressly amended in this Amendment 3, 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 3 as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

Klein,	Ken	Digitally signed by Klein, Ken Date: 2024.12.02 16:28:28 -08'00'
•		

Name: Ken Klein Title: Executive Director

CONTRACTOR:

Open Text Inc. A California Corporation

Kevin R. Davis

By___

Name:	Kevin Davis
Title:	President

SCHEDULE E

opentext

QUOTATION

Quotation Reference Number: 02000776

Date (yyyy/mm/dd): 2024/10/22

Page: 1 of 3

То	Snohomish County Government 3000 Rockefeller Ave Ms 709 Everett WA 98201-4071 United States	From	Open Text Inc 2440 Sand Hill Road Menlo Park CA 94025 United States	Currency Maintenance Term	
Attention	Viggo Forde	Contact	Kevin Conroy		
Title	CIO	Title	Sr. Account Executive		
Office	(425) 388-3739	Office	+1 480 223 5169		
Mobile Fax		Mobile Fax			
Email	viggo.forde@snohomishcount ywa.gov	Email	kconroy@opentext.com		
Ship to Email	viggo.forde@snohomishcount ywa.gov				

Item	SKU / Product Name		Unit of Measure / License Model	Selling Price Per Unit	Net Price	Maintenance Net Price
1	1000065758 Extended ECM, Add-On Government, Standard Named User (License) ***	50	Standard Named Users	815.21	40,760.50	9,376.45
2	1000065715 Extended ECM, X1 Standard Named User (License) ***	126	Standard Named Users	1,467.68	184,927.68	42,531.55
	Sub-Total			USD	225,688.18	
	Sub-Total Maintenance & Support Fees			USD		51,908.00
Gran	d Total (Before Taxes)			USD		277,596.18

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

opentext^{**}

QUOTATION

Quotation Reference Number: 02000776

Date (yyyy/mm/dd): 2024/10/22

Page: 2 of 3

Product Specific Terms

Extended ECM, Add-On Government, Standard Named User (License)

Extended ECM, Add-On Government, Standard Named User (License) The license model terms and limitations applicable to Extended ECM, Add- On Government, Standard Name user (license)(1000065758) are identical to those that apply to Software licensed under the Standard Named User License Model, except as noted below.

1)This is an add-on SKU. As a prerequisite to licensing this Software, Licensee must also be duly licensed for Extended ECM X1, Standard Named User (License) (1000065715) or Extended ECM X2, Standard Named User (License) (1000065716).

1) This is an add-on SKU. As a prerequisite to licensing this Software, Licensee must also be duly licensed for Extended ECM X1, Standard Named User (License) (1000065716).
2) This Software License includes a Limited Use License for AppWorks Platform Named User (1000043249) and Extended ECM EXA, Standard Named User (1000065716).
2) This Software License includes a Limited Use License for AppWorks Platform Named User (1000043249) and Extended ECM EXA, Standard Named User (1000043246) (collectively, "Limited Use AppWorks), which is subject to the following additional restrictions. a. Individuals allocated this Software License may only be authorized to access the solution packages. To only those individuals duly licensed for XG/V may access the Limited Use AppWorks, Wyorks Reports. C. License eaknowledges and agree that, without limiting any CpenText rights set forth in the governing agreement, OpenText shall be permitted to audit Licensee's environment(s) to determine compliance with the above restrictions.
3) "Government Entity" means federal, state, provincial or similar government, and any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any succes to regulatory functions of such government. This definition specifically excludes any organization that provides goads or services that are offered by the private sector, such as utilities, banks, mining, and also excludes any quasi-governmental or quasi-public corporations or entities.
4) Clitzens, residents, government entities, and enterprises may be provided unlimited access to the software License.
6) Licensee restrictions and enterprises may be provided unlimited access to the software License.
6) Licensee excess of these restrictions requires the purchase of the appropriate full use Software License.
6) Licensee that cons the submare connecting that as been defined alloy and password combination assigned to an individual. An additional Software License is n

Extended ECM, X1 Standard Named User (License) The license model terms and limitations applicable to Extended ECM X1, Standard Named User (License) (1000065715) are identical to those that apply to Software licensed under the Standard Named User

Extended ECM, X1 Standard Named User (License) The license model terms and iminiations applicable to Extended ECM X1, Standard Named User (License) (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. 2) Licensee must purchase an additional Software License for each additional login and password combination assigned to an individual. An additional Software License is not required for each additional implementation of the Software connecting to a single, unique, logical database for which the same Individual has been granted access (with the same or different login and password combinations). 3) Software Licenses cannot be shared, re-atilocated, or exchanged between Individual, except that Software Licenses usub Licenses ex (with the same or different login and password combinations). 3) Software Licenses cannot be shared, re-atilocated, or exchanged between Individual, except that Software. To re-allocate such Licenses that does not require access to the Software. To re-allocate such License to another Individual, the original Individual is no longer employed by Licensee or has been permanently assigned to a new role that does not require access to the Software.

opentext^{**}

QUOTATION

Quotation Reference Number: 02000776 Date (yyyy/mm/dd): 2024/10/22 Page: 3 of 3

* Protect

** Protect Anytime

*** Prime Protect

Quotation Terms & Conditions:

Expiration Date (yyyy/mm/dd) 2024/12/20 Payment Terms Net 30 Shipping Information FOB Shipping Point Government Agreement Number N/A Taxes Not Included

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. 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 astorement or limited reseller agreement signed by the parties (in each case, "Partner Agreement"). By accepting this quotation, Partner ashowledges and agrees that (A) by Partner and to enteride on to not yother agreement or amendment, whether written or verbal, and (C) the products/services and terms erest or senvice provider or other 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 term fraither Nather Vicense Agreement is one bard will comply, with all applicable laws and regulations, and has not engaged in any corrupt or fraudulent precises. The purchase and use of thing parts often terms of the date conting which are thered. In the software services (OpenText agreement is one tage resolt by openText agreement is anotal by parties ofter than OpenText) agreement/services are provided in accordance with the terms and conditions are partner Agreement in the countary of the QuenText agreement is and end the othic to approxed by the software segranded by pa

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.

To accept this proposal, please sign below and return.

Accepted By Title	
Company	Snohomish County Government

Signature

Date

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