

SERVICES AGREEMENT

This services agreement (hereinafter referred to as "Agreement"), entered into by and between **Snohomish County**, a political subdivision of the State of Washington (hereinafter referred to as the "County") and **American Platform Services, an Arizona LLC., d/b/a TheRecordXchange** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by the County and Contractor, and shall include these Terms and Conditions and any written supplemental agreement or modification entered into between the County and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the County and Contractor.
- 1.03 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.04 If the County purchased the services defined in this Agreement for the initial 12-month term through a third-party reseller (hereinafter referred to as the "Reseller"), Reseller's duties and obligations under this agreement are limited to those duties and obligations as may be defined in any agreement between the County and the Reseller. Notwithstanding any agreement between the County and the Reseller, Reseller is responsible for submitting invoices to County as defined in Section IV Compensation, subsections 4.01 through 4.03, and payment of such collected sums to Contractor as may be agreed between the Contractor and the Reseller. From Effective Date through the initial 12-month SAAS subscription, County shall receive invoices from Reseller for services provided by Contractor under this Agreement. After the initial 12-month SAAS subscription period, County shall receive invoices from Contractor for services provided by Contractor under this Agreement.
- 1.05 Contractor's Terms of Service are included as "Attachment A" attached hereto and incorporated into this Agreement. All terms contained in Attachment A become a part of the Agreement except to the extent that they conflict with any of the terms contained in Section II-V of this Agreement or impose a greater obligation on the County than the terms of this Agreement. In case of conflict or greater obligation, the terms of Sections II through V of this Agreement will control the relationship between the parties.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide online audio/video/transcript request, payment and distribution platform services- Software as a Service (SaaS) subscription services- for the benefit of the County with terms as specified in "Attachment A",. The service shall be consistent with that described in the Attachment B, "**Audio Sales, Snohomish County District Court, Washington**", dated **April 2, 2022** attached hereto and incorporated into this Agreement.
- 2.02 Contractor shall design, deploy and configure a web portal, per the County's specifications. The portal will include public-facing request forms, routing of requests to appropriate County staff, and real-time reports, designed to the County's specifications to monitor request, fulfillment, and payment activity.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon **August 1, 2022** and shall terminate **July 31, 2025**, unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both the County and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 Contractor shall furnish all labor, materials and supplies necessary to complete the work as described in Attachment B in accordance with the Terms of Service, Attachment A. In accordance with pricing set forth in RFP 01-19SB the County shall compensate Contractor at the set rate of **Six Thousand Six Hundred Dollars (\$6,600.00) per year**, due and payable to the Contractor annually, beginning with the SAAS subscription year that starts on August 1, 2023. Notwithstanding any other provision of this Agreement, should the County terminate this Agreement, any yearly unpaid balance shall not be owed to the Contractor, and any paid balance shall not be owed to the County.
- 4.01.1 Compensation defined in this section is calculated based on the SaaS Subscription supporting **Eleven (11)** courtrooms and/or hearing rooms ("Rooms"). If, during the Term of this Agreement, the number of Rooms covered by this Agreement changes, the annual SaaS Subscription amount may be amended, in writing, up or down at a rate of **Six Hundred Dollars (\$600.00) per year per Room**. The amount invoiced for the initial SAAS subscription term shall be prorated to represent only the number of months remaining in the then current SAAS subscription term.
- 4.02 Contractor proposes to design, deploy and configure a customized web portal as described in Attachment B. The Contractor shall waive the one-time implementation fee referenced in Attachment B.

- 4.03 Contractor or Reseller shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to the County. The County will pay such invoice(s) within thirty (30) days after receipt of such properly itemized claim forms.
- 4.04 The County may, at its sole discretion, charge fees to some or all parties requesting access to recordings. The Contractor will collect fees as directed by the County. Fees may be collected by the Contractor from requesting parties via check, money order, credit card or other electronic payment method. The Contractor will pay the County 90% of all fees collected within 10 days following the end of any calendar month during which the fees were collected. Contractor will retain 10% of all collected fees as compensation in addition to subscription fees described in Section 4.01. The Contractor will not be responsible for the collection of any amounts due, but unpaid, by requesting parties.
- 4.05 Should any payment dispute or credit card chargeback arise between the requesting parties and the Contractor, the Contractor shall notify the County of the details concerning the dispute. The Contractor shall attempt to resolve the dispute through Contractor's credit card processing agent. Should the Contractor be unable to resolve the dispute, Contractor will notify the County and the unrecovered amount in question shall be withheld from the following monthly payment to the County.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the County in any way.
- 5.02 Confidentiality.
- 5.02.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from the County during the performance of its services is confidential and may not, without prior written consent of the County, be disclosed to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to the County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the County prior to such disclosure;

or (e) information that is independently developed by Contractor without references to the confidential information.

5.02.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by the County pursuant to Washington law except as contemplated by Section 5.02.1(d), above.

5.03 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (7) years from the date of final payment under this Agreement, for inspection by the County or any other authorized representative of the County. Copies thereof, if requested, shall be furnished at no cost to the County.

5.04 Ownership and Data.

5.04.1 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created or acquired by Contractor prior to and during the term of this Agreement.

5.04.2 "County Data" means all information processed or stored on computers or other electronic media by the County or on the County's behalf, or provided to Contractor for such processing or storage, as well as any information derived from such information. County Data includes, without limitation: (a) electronic information, information on paper or other nonelectronic media provided to Contractor for computer processing or storage, or information formerly on electronic media; (b) information provided to Contractor by the County's customers or other users or by other third parties; and (c) personally identifiable information from such customers, users, or third parties.

The County possesses and retains all right, title, and interest in and to County Data, and Contractor's use and possession thereof is solely on the County's behalf. The County may access and copy any County Data in Contractor's possession at any time, and Contractor shall reasonably facilitate such access and copying within one (1) business day of the County request.

5.04.3 Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the services under this Agreement, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of

anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

- 5.04.4 As a part of the services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the services may be interrupted. Contractor shall maintain a contemporaneous backup of County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein.
- 5.04.5 In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

5.05 Insurance.

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and the County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, contractual liability, product / completed operations:	\$1,000,000 Each Occurrence Limit
Damage to Rented Premises:	\$100,000 (each occurrence)
Medical Expense Limit:	\$5,000
Personal and Advertising Injury Limit:	\$500,000
General Aggregate Limit:	\$2,000,000 (Other than Products Completed Operations)
NOTE: GENERAL AGGREGATE IS TO APPLY PER PROJECT	
Products/Completed Operations	\$1,000,000
B. Auto Liability:	\$1,000,000 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage:	\$1,000,000 (each accident)
C. Excess/Umbrella liability:	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation:	Statutory
Employer's Liability	
Bodily Injury Accident:	\$100,000 each accident

Bodily Injury by Disease	\$100,000
	each employee
Bodily Injury by Disease	\$500,000
	policy limit

E. Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee THEFT, wire transfer, forgery & mail coverage, and client coverage): The policy shall cover "client's property," not just when legally liable and shall have a Joint Loss Payee Endorsement in favor of Snohomish County.

minimum limit
\$100,000 per occurrence
and in the aggregate

5.05.1 Certificates of Insurance, naming "Snohomish County, its officers, officials, employees and agents" as an **additional insured** (A. B. and C only) and additional insured endorsement ISO form CG 2010 or equivalent, showing such coverage then in force (but not less than the amount shown above) shall be filed with County prior to commencement of any work. Contractor shall immediately, in writing, notify the County of any insurance coverage cancellation or termination. Insurance cancellation or termination shall be considered a material breach of this Agreement.

5.05.2 With the prior approval of the County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.06 Termination for Cause or Convenience.

5.06.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then the County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than thirty (30) calendar days written notice of the County's intent to terminate, and (2) an opportunity for consultation with the County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by the County to be incurred by reason of Contractor's default.

5.06.2 This Agreement may be terminated in whole or in part in writing by the County for the County's convenience; provided that Contractor is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the County prior to termination. If the County terminates for convenience, any advance amounts paid to Contractor will be retained by Contractor, and any amounts that may remain owed to Contractor will be waived.

5.06.3 Upon receipt of notice of termination for any reason set forth in this agreement, Contractor shall (1) promptly discontinue all services affected, unless the

termination section or notice directs otherwise, and (2) deliver or otherwise make available to the County all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process, and (3) upon any formal request by the County to do so, provide an inventory and delete all recordings and metadata held by the Contractor. The County understands that deletion of recordings means that audio will no longer be available to requesting parties who have paid to access the recordings.

5.06.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of the County. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.06.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.07 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then the County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The County agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.08 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, email, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the Contractor:

Steve Townsend, CEO
TheRecordXchange
7590 East Gray Road, Suite 202
Scottsdale, AZ 85260
steve@trxchange.com

To the County:

Dee White, IT Contracts Specialist
Snohomish County Information Technology
3000 Rockefeller Avenue M/S 709
Everett, WA 98201
DIS.Admin@snoco.org

5.09 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and the County may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the County or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the County for such costs. The County may withhold payments on disputed items pending resolution of the dispute.

- 5.10 Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

- 5.11 Federal Non-Discrimination. The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. The County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- 5.12 Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that as of the Effective Date of this Agreement, the Contractor, its employees, agents, and subcontractors shall comply with laws and regulatory requirements applicable to the services provided, to include but not limited to PCI Security Council standards. Contractor agrees to provide the County with evidence of its most recent validation of PCI compliance upon execution of this Agreement, and Contractor agree to provide the County with evidence of its validation of compliance each year 30-days prior to the SAAS subscription renewal date. Contractor shall immediately notify the County if it learns that it or one of its subcontractors is no longer PCI compliant.
- 5.13 Conflict of Interest. Contractor certifies and warrants to the County that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the County.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the County and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Washington, and by all applicable provisions of Snohomish County Code. Suit, if any, shall be brought in the State of Washington, County of Snohomish.
- 5.17 Waiver. The County's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the County's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to the County for reasonable attorneys' fees incurred by the County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. The County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute

agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the County.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Washington. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran.

5.22.3 Contractor shall provide immediate written notice to the County if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of a state.


5.23 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to the County. The parties therefore agree that Steve Townsend is Contractor's key person to service this work with the County. In the event that Steve Townsend is no longer the Contractor's key person in regard to this Agreement, the County may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.25 Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. A signature may be delivered by facsimile transmission or by e-mail of a ".pdf" format data file, such signature shall create a valid and binding obligation on the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

American Platform Services, an Arizona LLC., d/b/a TheRecordXchange ("Contractor")

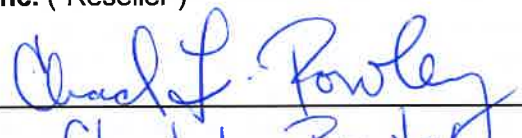
By:  Date: July 26, 2022
Printed: Steve Townsend
Title: President

Snohomish County, Washington ("County")

By: Klein, Kenneth Klein, Kenneth
2022.08.01 09:18:49 -07'00' Date: _____
Printed: _____
Title: _____

By: _____ Date: _____
Printed: _____
Title: _____

E1, Inc. ("Reseller")

By:  Date: 8/10/2022
Printed: Chad L. Rowley
Title: President

By: _____ Date: _____
Printed: _____
Title: _____

ATTACHMENT A

UPDATED: April 1, 2022

TRX operates this website, <https://trxchange.com>.¹ By using this website (the "Site") or any services provided through this Site, You ("You," "Your," or "User") agree to the following terms and conditions provided by American Platform Services LLC d.b.a. TheRecordXchange ("TRX," "Us," "Our," or "We"). This Agreement between Us and User is comprised of this document and Our Privacy Policy, and supersedes all previous written and oral agreements, representations, and warranties. If You do not wish to agree to these terms of service (the "TOS" or "Agreement"), please refrain from using the Site.

The purpose of this Site is to facilitate the distribution of audio and video recordings from court and hearing room proceedings. Our Users are courts and government agencies who need to provide access to recordings to attorneys, the public, and/or transcription agencies. TRX facilitates the request for such recordings,, conversion of the media files, and delivery of the digital recordings created by courts and administrative agencies.

We offer a variety of services options to suit Your needs. We reserve the right to change Our offerings at any time. Our services may be limited to Users who purchase a subscription. A User may limit who may access its recordings, whether the recordings will be available for download or streaming only, and whether third parties must agree to a separate terms of use created by You prior to accessing the digital recordings.

Our offerings may allow for one account to be used to manage projects and work assignments for multiple people with one "administrator" and multiple "associates" affiliated with one TRX User account. Our services may allow the User to run various reports for management and financial tracking.

Any required payments for Users requesting content are made through Braintree. By signing up for a TRX subscription or submitting payment through Our Site, You agree to abide by this website's terms as well. We will never have access to Your credit card information.

User Conduct

All Users are required to abide by the following rules of conduct:

- You must provide accurate information on Your User account or otherwise as required on this Site.

ATTACHMENT A

- You are responsible for protecting Your password to login to this Site. Do not share Your password with others.
- You may use this Site to interact with other Users, but TRX should only be used for professional purposes or for access to judicial or administrative content.
- You may not upload content into the content area that is not purposed for the production of transcript or distribution of recordings related to the specific legal project. You may not use TRX as simply a file sharing or storage service. We reserve the right to terminate the account of any User who uses this Site to upload files for any purpose other than for the production of legal transcripts or distribution of recordings related to the specific legal project.
- You may not post messages to solicit business except as related to using TRX to collaborate with other Users and to foster professional relationships with other Users to perform functions consistent with the purpose of TRX as defined above.
- You may not use this Site to abuse, harass, or defame anyone.
- You may not use this Site to do anything unlawful, misleading, malicious, or discriminatory.
- You may not post spam or upload viruses or other malicious code. You may not do anything that is designed to disable, overburden, or interfere with the normal working of the Site.
- You may not use this Site to violate anyone's intellectual property rights.
- This Site is only to be used to distribute audio and video recordings and transcript of legal proceedings. You may not use this Site to promote other products or services.

We have no obligation to monitor the Site, but We can, and We may remove anything that a User posts for any or no reason. Users are not employees, independent contractors, or agents for TRX.

User Interaction with Site - We adhere to high expectations of professionalism and confidentiality. When You interact with Us about and/or via this Site, You must provide accurate information about Yourself when such information is required. As the administrators of this Site, We will have access to all information and files.

TRX Subscription Fees - Some of Our services require a monthly or annual subscription. Please see Our current offerings for subscription rates.

TRX Portal - Certain TRX subscriptions may have a personalized portal for use by all Users affiliated with that subscribed User. Each person who has access to the portal will

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have a unique ID and password and may have access to some or all of the data uploaded to the Site.

We will contact the subscriber if a User is in violation of the Site's rules. Repeat or ongoing violations of these rules of conduct may result in the termination of the account for that individual/entity or the User's entire subscription.

File Retention/Backup - Except as described in this paragraph, We reserve the right to delete files uploaded by Users after a period of time that We deem to be reasonable. However, unless specifically prohibited from doing so by federal, state, or local laws, rules or official policies, We intend to retain Your recording files indefinitely so long as You remain a valid User. Further, We suggest that You keep an offline copy (i.e. backup) of any and all files You upload to the Site. We are not liable for any damages that result from the removal or loss of any files.

Links - We may provide links to other websites on this Site. Providing a link, however, is not an endorsement. We shall not be responsible for any material on any site to which We provide a link. User assumes all risk by following a link. TRX provides no guarantee that any website it links to will be accurate or available.

Copyrights and Trademarks - TRX retains its copyright rights in all its content published on this Site. Users may request permission to use or repurpose Our content by contacting Us at customersuccess@trxchange.com.

"TheRecordXchange" and its logo are trademarks owned by American Platform Services, LLC and may not be used without Our explicit written permission. Both of these trademarks are registered with the United States Patent and Trademark Office.

Any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject User to civil and/or criminal penalties.

Digital Millennium Copyright Act (DMCA) Policy - TRX will comply with any properly submitted DMCA takedown and counter takedown notices We receive (17 U.S.C. § 512). If You believe that Your copyrighted work has been copied and posted on the Site in a way that constitutes copyright infringement, You must contact Our DMCA Agent at the following address: American Platform Services, LLC; Attn: DMCA/Copyright Agent for TheRecordXchange; 7590 East Gray Road, Suite 202, Scottsdale, AZ 85260 or customersuccess@trxchange.com.

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Indemnification - User agrees to defend, indemnify, and hold harmless TRX, its affiliates, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to any activity by User in connection with the Site.

To the extent permitted under applicable laws, User hereby releases TRX from any and all claims or liability related to any product or service provided through the Site, and any conduct or speech, whether online or offline, of any other User.

Dispute Resolution - By using this Site, User agrees that any claim, dispute, or controversy User may have against Us arising out of, relating to, or connected in any way with this Agreement, or this Site, shall be resolved exclusively in a court located in Maricopa County, Arizona. User hereby consents to the personal jurisdiction of this court. Arizona law shall govern all disputes related to this Site. In all claims, disputes, and controversies related to this Agreement or this Site, the prevailing party's attorneys' fees will be paid by the other party in addition to any damages assessed against them. User agrees they may not bring a claim on behalf of themselves and shall not file a class action lawsuit against TRX.

If You have a dispute with another User related to TRX You must resolve the problem directly with them. We simply provide a platform for distributing recordings from court proceedings, and We will not be involved in resolving Your conflict.

Modified Terms of Service - We reserve the right at any time to discontinue this Site, change the services provided through this Site, or modify any of Our TOS as We deem necessary or desirable. We will notify Users of changes by posting notice of a change on the Site and/or sending a notice by email. Any changes to this Site or the TOS will be effective upon the changes being made to this Site. Any use of the Site by User after the changes shall be deemed to constitute acceptance by User of such modifications.

We suggest, therefore, that You re-read Our TOS periodically in order to stay informed as to any such changes. The date at the top of this Agreement will inform You of the date of the most recent change.

Warranty Disclaimer - USER EXPRESSLY AGREES THAT USE OF THIS SITE IS AT USER'S SOLE RISK. NEITHER TRX, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (1) THE RESULTS

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THAT MAY BE OBTAINED FROM USE OF THIS SITE OR (2) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE.

THIS SITE IS MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRX HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability - IN NO EVENT SHALL TRX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Disclosures - Questions and complaints may be sent to TheRecordXchange at 7590 East Gray Road, Suite 202, Scottsdale, AZ 85260 or via email at customersuccess@trxchange.com.

Communication with Users - By using this Site, You give Us consent to communicate with You using the contact information You provided. We may contact You for various reasons, including but not limited to, information about changes to Our Site and/or services. We promise We will never spam you. In accordance with the CAN-SPAM Act, You may opt-out of these communications at any time.

No Third Party Beneficiaries - Nothing contained in this Agreement creates any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

Miscellaneous - This Agreement and the TRX Licensing Agreement, when applicable, shall constitute the entire agreement of the parties with respect to the subject matter in this document. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

The section headings used in this Agreement are for convenience only and shall be of no legal force or effect.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. If a provision is found to be invalid, the parties hereby request that the intention of the invalid provision be upheld wherever possible. The failure of either party to

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exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided by this Agreement.

Termination - TRX may terminate this Agreement with any User at any time for violations of the Site's Terms of Service or any terms affiliated with any of Our services. Without limiting the foregoing, We shall have the right to immediately terminate or suspend any User profiles, subscriptions, or accounts in the event of any conduct by User, which TRX in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. Termination may occur without notification and without a refund to the User.

Our Privacy Policy and the provisions of the following sections will survive termination of this Agreement: User Conduct, User Interaction with Site, Copyrights and Trademarks, Indemnification, Dispute Resolution, Warranty Disclaimer, Limitation of Liability, and Miscellaneous. TRX shall not be liable for any damages for terminating a User.

TRX Licensing Agreement

UPDATED: June 3, 2020

Licensing Terms - TRX offers Users non-exclusive, time-limited licenses to use TRX services through the User portal to procure audio/video court and hearing room recordings and transcript per the terms of this Software Licensing Agreement and the Site's Terms of Service. Some of these licenses may require a paid subscription.

Users must use the Order Forms in the Storefront to request recordings and transcript from a particular court or government agency. The court or government agency User may restrict which other Users can access the audio and video files from proceedings and whether they are available to be streamed and/or downloaded.

This Licensing Agreement applies concurrently with the TRX Terms of Service. If the terms of these two documents are ever in conflict, the terms of the Licensing Agreement shall supersede the TRX Terms of Service.

Support Services - Support services for TRX are available during normal business hours, Monday-Friday, 8am-5pm, Arizona time, by contacting Us at customersuccess@trxchange.com or 800-406-1290 x 102. The site also provides a live chat facility, which is available during normal business hours. TRX does not guarantee a specific response time to support requests.

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TRX Subscription Fees and Payment - Your subscription fee may be based on the size of Your business or organization and what services offered in the subscription. Please contact Us at sales@trxchange.com for a price quote. Subscriptions can be canceled at any time and refunds are not available.

Your subscription gives You access to Our platform to facilitate the distribution of audio and video recordings. Additional transaction fees may apply.

TRX will comply with User's requirements for submitting invoices and receiving payments. This Agreement is subject to the availability of government funds. Delay in payment is not a breach of contract until a payment is more than 90 days late.

Payments for recordings and other services may be made through Braintree. By using these services to pay for services, You agree to abide by this site's terms as well. We will never have access to Your credit card information.

TRX and its employees are not lobbyists. No funds provided to TRX under this Agreement shall be used for lobbying purposes.

Record Keeping by TRX - As is relates to Users who pay subscription fees, TRX will comply with User's jurisdictional rules regarding record keeping as provided by the User. The User's administrator for the subscription account must provide these requirements promptly after creating Your User account.. TRX shall not be liable for damages caused by or any breach due to User's failure to provide information to TRX regarding Our record-keeping obligations for User.

Suspension - The User may suspend any and all activities under the Agreement at any time by providing written notice to TRX. Reasons for a suspension include, but are not limited to, budgetary constraints and declaration of emergency. TRX services will not be available to the User during the suspension.

Within 90 days of submitting notice of the suspension, the User shall issue a notice authorizing the resumption of service or terminate this Agreement. A suspension will not entitle TRX to additional compensation except for work already performed.

¹ Reference to trxchange.com includes all of the TRX related sites, TLDS, and sub-domains, including, but not limited to, therecordxchnge.com, therecordxchange.net, app.therecordxchange.net, and therecordxchange.com.



Attachment B

Audio Sales

Snohomish County
District Court,
Washington

April 2, 2022

Audio Sales in Snohomish County

For courts that provide public access to digital court recordings, TheRecordXchange is a cloud-based solution for capturing and fulfilling requests. Unlike static online or paper forms and CD or FTP distribution methods, TheRecordXchange streamlines online requests, eliminates physical media, simplifies any financial transaction with a full featured e-commerce solution and ends any technical challenges by streaming recordings right from the browser.

Managing orders, processing payments and delivering recordings can be difficult for courts and for ordering parties. TheRecordXchange has created the most intuitive and efficient cloud-based solution to sell and distribute all types of courtroom recordings.

There is no software to install and no merchant accounts to set up. Your custom audio ordering site can be operational in no time and TheRecordXchange will support you every step of the way.

TheRecordXchange works with all media types including both FTR and Liberty. Snohomish does not need to wait for the deployment of its new Liberty recording solution to begin saving time and money with TheRecordXchange. A fully functional ecommerce site and audio distribution solution can be deployed in a matter of days.

Watch a brief overview video by clicking [here](#)



Presentation Overview

- *Project goals*
- *Audio requests*
- *Requestor types and payment options*
- *Access to recordings*
- *Processing & Delivery*
- *Security*
- *Customer Support*
- *Reports*
- *Pricing*



Project Goals

- *Reduce staff time and effort*
- *Eliminate physical media and other costs*
- *Eliminate the burden of customer support*
- *Simplify customer payments*
- *Improve timeliness of delivery*
- *Improve overall customer experience*
- *Capture management data regarding audio requests*
- *Improve security and privacy conditions*



Requesting parties are directed to an audio request page similar to the sample on the right. The page offers ample space for the court to inform requestors about the process and any terms and conditions to which they may need to agree.

The requesting party completes the form and submits the audio request. They can request only one case at a time but as many days of that case as needed.

If the court chooses to charge customers for recordings, TheRecordXchange recommends that payment be required at the time the audio request is placed. This saves the court from putting effort into requests that may not materialize. TheRecordXchange can issue refunds easily if required.

In the process, the requesting party will create an account in the system. Creating an account requires only a name, email address and password. The requesting user will then receive email notices regarding activity on the request and will access the delivered audio when its available.

Request Audio Recording



HOW DO I REQUEST AN AUDIO RECORDING?

To request a copy of a digital audio recording of a court proceeding, complete the secure online order form on the right and submit the order. When you make your first request, you will create a user account in TheRecordXchange. You will be asked to make a payment via credit or debit card. If you need to make other payment arrangements, you can select the blue circle at the bottom right of the screen to get help. Digital audio recordings can be downloaded or you can play the recording directly from your online account.

Please Note: Digital audio recordings may not be available for all Court proceedings. Once an order is submitted, the Spohnem's County District Court staff will determine if the ordered audio is available. If the ordered audio is not available, a refund will be given.

IS A VIDEO RECORDING AVAILABLE?

No. The Court recording system records audio only; no video is captured.

WHAT IS THE COST FOR AN AUDIO RECORDING?

Audio recordings are \$20.00 per hearing date. The Court must receive payment in full before processing your order. You can pay with a credit or debit card. If you need to make other payment arrangements, you can select the blue circle at the bottom right of the screen to get help. If the audio requested covers multiple recording dates, there will be a \$20 fee for each recording date requested.

CAN I USE THE AUDIO RECORDING AS THE OFFICIAL COURT RECORD?

Case Participant Names

Case Participant Name(s)

Case Number / Docket Number

Case Month/Year

Division

Please Select Division

Judge/Commissioner

Please Select

Hearing Dates

Case/Case ID

Confidential

The case and/or portion of this hearing recording has been called randomized by a judge.

Life Waiver

A reduced fee program is provided to eligible persons based on the requester's ability to pay. Ability to pay is determined by the individual size and monthly income relative to a district's schedule based on the most recently available federal poverty income guidelines. Requestors applying for reduced fees must provide a true and correct affidavit of monthly income and know state. No records will be provided until after determination of eligibility is made and all applicable fees, if any, are paid in full.

UNDER PENALTY OF PERJURY ALL INFORMATION PROVIDED IS SUBJECT TO VERIFICATION.

[Click Here to Submit the Affidavit](#)

You may proceed with your request by clicking the "View Record" button below.

Comments

Cancel

View Request



Requestor Types and Payment Options

- ***TheRecordXchange will deploy its full featured e-commerce solution with the site.***
 - All major credit cards can be accepted
 - PayPal and other electronic payment methods can also be made available
 - Checks and money orders are also acceptable forms of payment
 - TheRecordXchange handles all refunds quickly and efficiently
- ***The court may also choose to charge some customers and not others***
 - It is common to charge private parties but not internal users or other government agencies
 - TheRecordXchange can be programmed to display payment features based on requestor type



Access to Recordings

- **Court staff will access and upload recordings on a per request basis**
 - Assigned court staff will be notified of a request and can upload native digital recording files to TheRecordXchange
 - TheRecordXchange will provide all required training to help staff complete the fulfillment process

Orders > 13-003217 >

David Diehl vs Amber Waskiewicz

Upload Files

Details

Messages **1**

Payments

Downloads

People

Case Name **David Diehl vs Amber Waskiewicz**

Case Number: **C-07-FM-19-000641**

Appeal Number: **N/A**

Jurisdiction: **Circuit Court of Cecil County Maryland**

Presiding Officer: **Jane Cairns Murray**

Customer: **Molly Bodendorfer**

Date Submitted: **03/09/2020 02:03 pm**

Requested Delivery Date: **03/10/2020**

Payment Type: **Private**



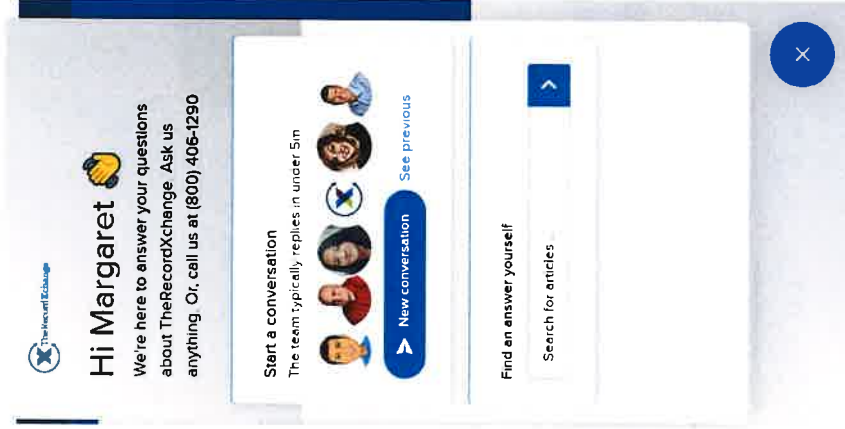
Customer Support

Supporting the public and the local legal community on digital players and web-based solutions can be a real challenge. Courts typically do not have the human resources, time or budget to support users effectively.

TheRecordXchange changes all of that. If users need support of any type, they simply click the blue chat circle in the bottom right of the screen. A TRX customer service representative will assist them right away.

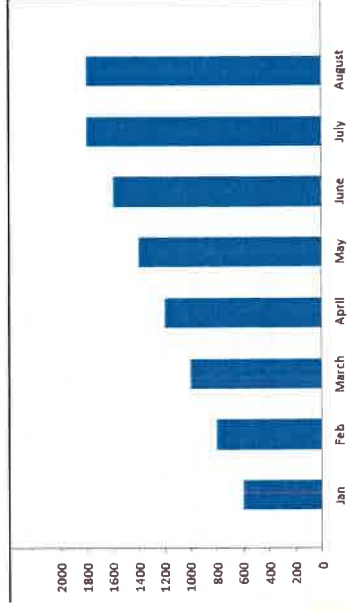
Support is also available via e-mail and telephone. TheRecordXchange also provides a robust knowledge base and set of on-screen help icons that allow users to read descriptions of the tools they are using.

TheRecordXchange delivers content in the most useable format possible and then provides support to make sure every customer has a great experience.



Reports

- **Realtime Reporting**
 - The court will have access to real-time reports regarding volume, request turnaround times and financial data
 - TheRecordXchange can customize reports to specific requirements as requested
- **Monthly, Quarterly and Annual Reports**
 - Periodic reports can be distributed for accounting and budgeting purposes



Snohomish County District Court Proposed Pricing

- **Standard Subscription Level**
 - Unless internal data indicates a greater volume, TheRecordXchange proposes the Standard subscription
 - Standard – 1 to 3 audio requests per month per courtroom, \$600/courtroom per year (paid annually)
- **11 Active Courtrooms**
 - Back-up rooms are not counted
- **Subscription Fee**
 - \$6,600 per year
 - Invoiced and paid annually
- **Implementation Fee**
 - \$1,727 one-time implementation fee
 - Includes design, deployment and configuration of customized web portal
 - Training of Court staff including in implementation fee
 - Includes initial supply of courtroom placards (25) and business card handouts (500) directing public to the web portal
- **Transaction Fees**
 - 10% of fees collected



