

**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 ____ day of ____, 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	\$13,450.61
Annual Maintenance and Support Extended ECM	2/1/2024 – 11/30/2024*	\$10,019.38
Annual Maintenance and Support Intelligent Capture Enterprise	2/1/2024 – 11/30/2024*	\$11,541.46
Annual Maintenance and Support Extended ECM	12/1/2024 – 11/30/2025	\$12,023.25
Annual Maintenance and Support Intelligent Capture Enterprise	12/1/2024 – 11/30/2025	\$13,849.75
Annual Maintenance and Support Extended ECM	12/1/2025 – 11/30/2026	\$12,023.25
Annual Maintenance and Support Intelligent Capture Enterprise	12/1/2025 – 11/30/2026	\$13,849.75
Annual Maintenance and Support for Additional 176 Licenses Acquired through Amendment 3	12/1/2024 – 11/30/2025	\$51,908.00
Annual Maintenance and Support for Additional 176 Licenses Acquired through Amendment 3	12/1/2025 – 11/30/2026	\$54,503.40

*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

CONTRACTOR:

Open Text Inc.
A California Corporation

By _____
Name: _____
Title: _____

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

SCHEDULE E



QUOTATION

Quotation Reference Number: 02000776

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

Page: 1 of 3

To Snohomish County
Government
3000 Rockefeller Ave Ms 709
Everett WA 98201-4071
United States
Attention Viggo Forde
Title CIO
Office (425) 388-3739
Mobile
Fax
Email viggo.forde@snohomishcount
ywa.gov
Ship to Email viggo.forde@snohomishcount
ywa.gov

From Open Text Inc
2440 Sand Hill Road
Menlo Park CA 94025
United States

Currency USD
Maintenance Term 12 Months

Contact Kevin Conroy
Title Sr. Account Executive
Office +1 480 223 5169
Mobile
Fax
Email kconroy@opentext.com

Item	SKU / Product Name	New Quantity	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
Grand 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

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).
- 2) This Software License includes a Limited Use License for AppWorks Platform Named User (1000043249) and Extended ECM Enabler for AppWorks Platform 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 OTApprovalFolder and OTDynamicWorkflow, in addition to those solution packages automatically deployed as part of the standard installation packages, as described in the Documentation, and may not be provided access to any other solution packages. b. only those individuals duly licensed for XGOV may access the Limited Use AppWorks Reports. c. Licensee acknowledges and agree that, without limiting any OpenText 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 such government or otherwise exercising any executive legislative, judicial, administrative or regulatory functions of such government. This definition specifically excludes any organization that provides goods 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) Citizens, residents, government entities, and enterprises may be provided unlimited access to the software through an API, provided such usage is directly related to the permitted use by a Government Entity as described in Section 3 above.
- 5) Any use in excess of these restrictions requires the purchase of the appropriate full use Software License.
- 6) 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).
- 7) Software Licenses cannot be shared, re-allocated, or exchanged between individuals, except that Software Licenses may be re-allocated to another individual if 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. To re-allocate such License to another individual, the original individual's user account must first be deleted or set to Inactive by revoking the license assignment in the system. Until the user's account has been deleted or set to Inactive by revoking the license assignment in the system, a user license is required even if the user is no longer employed an employee or contractor of by Licensee or has been permanently assigned to a new role that does not require access to the Software.

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 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-allocated, or exchanged between individuals, except that Software Licenses may be re-allocated to another individual if 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. To re-allocate such License to another individual, the original individual's user account must first be deleted or set to Inactive by revoking the license assignment in the system. Until the user's account has been deleted or set to Inactive by revoking the license assignment in the system, a user license is required even if the user is no longer employed an employee or contractor of by Licensee or has been permanently assigned to a new role that does not require access to the Software.



QUOTATION

Quotation Reference Number: 02000776

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

Page: 3 of 3

* Protect	** Protect Anytime	*** Prime Protect
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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

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The purchase of OpenText products or services by an OpenText Partner Network partner or by an organization acting in the capacity of a partner (for example, a limited reseller) (in each case, "Partner") is governed by the current partner agreement or limited reseller agreement signed by the parties (in each case, "Partner Agreement"). By accepting this quotation, Partner acknowledges and agrees that (A) Partner has not entered into any other agreement or amendment, whether written or verbal, which purports to modify the terms of the Partner Agreement in connection with the licenses or subscriptions granted under this quotation, (B) no other terms and conditions apply to this transaction, whether written or verbal, and (C) the products/services and terms set out in this quotation represent the entirety of the order by Partner and the entirety of the entitlement which Partner may pass on to that end user, whether as a reseller or service provider or other OpenText Partner Network partner type. Partner further represents, warrants and certifies that in connection with this transaction, it has complied and will comply, with all applicable laws and regulations, and has not engaged in any corrupt or fraudulent practices.

The purchase and use of third party software licenses (i.e. software licenses granted by parties other than OpenText) set out in this quotation which are being resold by OpenText are governed by the software license terms which accompany such third party software, and such terms represent an agreement between the third party and the customer/licensee (OpenText is not a party to such terms).

Maintenance and support services are provided in accordance with the terms and conditions set out in the applicable Open Text Software Maintenance Program Handbook available at www.opentext.com/agreements ("SMPH") and either (i) the applicable license agreement, (ii) the Software Support Terms and Conditions for the country of the Open Text entity named in this Quotation, available at www.opentext.com/agreements, or (iii) a signed agreement between you and Open Text covering the provision of Support Services.

The purchase and provision of professional or consulting services set out in this quotation are governed by the services agreement signed by the parties, or in the absence of such signed agreement, the terms of the OpenText Professional Services Programs Agreement (available at www.opentext.com/agreements) which is effective as of the date of this quotation.

The provision and use of Cloud Services are governed by the Open Text Cloud General Terms of Service available at www.opentext.com/agreements.

The purchase and use of hardware set out in this quotation is governed exclusively by the terms and conditions which accompany such hardware, and OpenText disclaims all warranties and liability in respect of the purchase, sale, and/or use of such hardware.

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 **Viggo Forde**
 Title **CIO**
 Company **Snohomish County Government**

Signature _____

Date _____