

**AMENDMENT 7 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT
WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC**

This is Amendment 7 to the Website Development and Hosting Agreement, dated July 22, 2013, as amended by Amendment 1 dated May 4, 2015, and Amendment 2 dated October 19, 2016, Amendment 3 dated May 24, 2019, Amendment 4 dated December 22, 2021, Amendment 5 dated May 12, 2022, and Amendment 6 dated July 14, 2022 (together, hereafter “The Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and CivicPlus, LLC, f/k/a Icon Enterprises, Inc., a limited liability company organized under the laws of the state of Kansas (“CivicPlus”) (CivicPlus and County collectively, the “Parties” and each a “Party”).

Whereas, Section 5, Additional Services, of the Agreement states that the County may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A of the Agreement by amendment or separate agreement; and

Whereas, Civic Resident and Community Engagement is a core priority for Snohomish County government and thus a key strategic initiative for Snohomish County IT; and

Whereas, the County desires to add AudioEye Managed, a digital accessibility compliance tool that will enable users of varying abilities to fully access the County’s website contents; and

Whereas, the County desires to acquire Design Center Pro, an enhanced integrated website development suite, which will enable the County to create more complex and modernized website content.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 7, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit H, (“Amendment 7, AudioEye Managed and Design Center Pro – Statement of Work”) is added to the Agreement to describe the services added by this Amendment 7 and incorporated herein by this reference.
2. CivicPlus shall activate AudioEye Managed and Design Center Pro upon execution of this Amendment 7 and shall prorate the first year of service fees to coincide with the date of renewal of existing annual fees.

3. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees – beginning 8/1/2022 shown below New Services shall be prorated for the term ending 7/31/2023, and co-terminated thereafter*		
Description	Term	Fee 8/1/22 – 7/31/23
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support (includes recurring redesign annual fee and 1 Subsite annual hosting, support and maintenance)	August 1 to July 31	\$42,892.65
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	\$1,772.68
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus	August 1 to July 31	\$354.54
CivicPlus Hosting and Media Storage	August 1 to July 31	\$5,402.44
CivicPlus Platinum Security Services	August 1 to July 31	\$5,059.16
CivicOptimize Starter Service Tier	August 1 to July 31	\$16,995.00
CivicPlus CivicEngage Sandbox Site	August 1 to July 31	\$2,109.44
CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1 to July 31	\$973.35
AudioEye Managed SaaS Subscription*	August 1 to July 31	\$35,300.00
Design Center Pro Bundle*	August 1 to July 31	\$6,783.00
	Total Fees 8/1/2022 – 7/31/2023	\$117,642.26
Additional CivicPlus CivicEngage Sandbox Site	Annual fee, prorated based upon PO Date	\$2,109.44
Additional Block of 500 SMS Subscribers	Annual fee, prorated based upon PO Date	\$973.35

4. Except as expressly amended by this Amendment 7, the terms and conditions of the Agreement remain unchanged and in full force and effect.

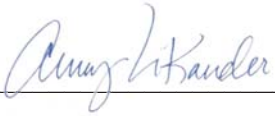
IN WITNESS WHEREOF, the parties hereto have caused this Amendment 7 to be duly executed as of the date set forth above.

Signature page follows.

SNOHOMISH COUNTY:

CIVICPLUS:

Snohomish County Executive
Date



By: Amy Vikander

Title: Senior VP of Customer Success

Date: 07/15/2022

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.07.15 13:42:32 -07'00'

Risk Management

COUNCIL USE ONLY	
Approved	<u>8/24/2022</u>
ECAF #	<u>2022-0673</u>
MOT/ORD	<u>Motion 22-302</u>

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-26187-1

Date:

6/8/2022 1:51 PM

Expires On:

9/6/2022

Product:

CivicEngage

Client:

Snohomish County WA - CivicEngage

Bill To:

Snohomish County WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jenna Druvenga	x	jenna.druvenga@civicplus.com		Net 30

Exhibit H - AudioEye Managed and Design Center Pro - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	AudioEye Managed	AudioEye Managed: (https://snohomishcountywa.gov/)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://snohomishcountywa.gov/5214/Treasurer)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://www.evergreenfair.org/)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://www.painefield.com/)	Renewable
1.00	Design Center Pro Bundle - CivicEngage Central	Includes Annual Subscription, Implementation, and 1 Block of Training (Up to 2 individuals - 4 Hours)	
1.00	Design Center Pro Annual Fee - CivicEngage Central	Design Center Pro Annual Fee	Renewable
1.00	Design Center Pro Implementation - CivicEngage Central	Design Center Pro Implementation	One-time
1.00	Design Center Pro Training (4h, virtual) - CivicEngage	Up to 1/2 day virtual instruction with live instructor. (Pricing per two (2) seats)	One-time

Total Investment - Year 1 (based on anticipated traffic of 20 million monthly impressions)	USD \$42,083.00
Overage cost per month per million impressions above and beyond the monthly allotment as set forth in the Appendix A Statement of Work	\$52.00

Total Days of Quote:365

1. This AudioEye and Design Center Pro Statement of Work ("SOW") and the Appendix A Statement of Work, attached and incorporated herein by reference, shall be subject to the terms and conditions of the Website Development and Hosting Agreement between the Parties ("MSA"), dated July 22, 2013, to which this SOW is hereby attached as the AudioEye and Design Center Pro Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA, throughout the Term of this SOW.
2. The Initial Term for this SOW will be effective upon signature of Amendment 7 and will align with the MSA current Term end date of July 31, 2023. SOW will be subject to the same annual Renewal Terms as defined in the MSA if those renewal terms are executed by the County.
3. The Total Investment – Year 1 represents the cost of services from August 1, 2022 through July 31, 2023. This amount shall be prorated from the date of execution, if later than August 1, 2022. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW.
4. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW shall be co-termed to align with the Client's current billing schedule and will subsequently be added to the Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
5. If Client's use of the Design Center module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, Client will be charged an hourly fee of \$160 for such resources.



SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed - Main Site	\$11,300 per domain
AudioEye Manage - Subsite	\$8,000 per domain
Total Subscription Cost*	\$35,300

*Recurring subscription pricing is subject to an annual 3% increase.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote # Q-26187-1

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
https://snohomishcountywa.gov/ - Main Site
https://snohomishcountywa.gov/5214/Treasurer - Subsite
https://www.evergreenfair.org/ - Subsite
https://www.painefield.com/ - Subsite

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People’s Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

CivicPlus shall ensure that the AudioEye integrated tool bar meets the following functionality and deliverables:

AudioEye continually monitors the relevant World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

AudioEye will be activated within one week (seven days) of the execution of Amendment 7.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of Amendment 7, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client, through CivicPlus, overage fees as stated in Exhibit H - AudioEye Managed and Design Center Pro - Statement of Work, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.