

AMENDMENT 3 TO THE SOFTWARE AS A SERVICE AGREEMENT WITH LEGALATOMS CORPORATION

This Amendment 3 to the “Software as a Service Agreement” executed on September 23, 2020, as amended by Amendment 1 on February 3, 2021, and Amendment 2 on September 30, 2021 (together hereafter the “Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and LegalAtoms Corporation, a Washington Corporation with a place of business at 2500 Western Avenue Suite 722 Seattle WA 98121 (the “Company”) is made and entered into as of this 25th day of July, 2023.

RECITALS

WHEREAS, Snohomish County and LegalAtoms Corporation are the parties to that certain Software as a Service Agreement (the “Agreement”) for an Online Protection Order System, executed on September 23, 2020, as amended on February 3, 2021 and September 30, 2021; and

WHEREAS, the current term of the Agreement will end on September 30, 2023, and the parties wish to extend the Agreement for an additional five (5) years from October 1, 2023 through September 30, 2028, under the terms and conditions described in this Amendment 3.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree the as follows:

1. Article 5 of the Agreement entitled, Term and Termination, Sub Article 5.1, is amended to read as follows:

5.1 Subject to earlier termination as provided below, this Agreement commences on October 1, 2020 and continues through September 30, 2028.

2. Article 5 of the Agreement entitled, Term and Termination, Sub Article 5.2 is replaced in its entirety with the following:

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon:

- a. Written notice to the other party no less than ninety (90) days prior to the license fee due date for the annual term; or
- b. Upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

County will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all County Data available to County for electronic retrieval for a period of thirty (30) days, but thereafter

Company may, but is not obligated to, delete stored County Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

3. The Licensing Agreement is amended to reflect the following:

Services Fees (Payable in advance, subject to the terms of Section 4 herein):	
October 1, 2020 through December 31, 2020	\$6,000 per month
January 1, 2021 through December 31, 2021	\$3,000 per month
January 1, 2022 through September 30, 2023	\$4,000 per month
October 1, 2023 through September 30, 2024	\$50,400 per year
October 1, 2024 through September 30, 2025	\$52,920 per year
October 1, 2025 through September 30, 2026	\$55,566 per year
October 1, 2026 through September 30, 2027	\$58,344 per year
October 1, 2027 through September 30, 2028	\$61,261 per year

Extended Service Term: Shall be October 1, 2023 through September 30, 2028.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 3 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY

By: Klein, Kenneth Digitally signed by Klein, Kenneth
Date: 2023.07.25 09:57:04 -07'00'
Snohomish County Executive Ken Klein
Executive Director
Date: _____

LEGALATOMS CORPORATION

By: 
CEO, LegalAtoms Corporation
Date: June 13th 2023

COUNCIL USE ONLY
Approved <u>7/19/2023</u>
ECAF # <u>2023-0635</u>
MOT/ORD <u>Motion 23-257</u>