

**AMENDMENT 9 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT
WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC**

This is Amendment 9 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, Amendment 6 dated July 14, 2022, Amendment 7 dated August 26, 2022, and Amendment 8 dated January 25, 2023 (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, Civic Resident and Community Engagement continues to be a core priority for Snohomish County government and thus a key strategic initiative for Snohomish County IT; and

Whereas, the County desires to acquire and implement CivicPlus Chatbot, an artificial intelligence (AI) tool for use on its website; and

Whereas, the increased cost to the Agreement for CivicPlus Chatbot implementation and subscription fees from January 1, 2026 through July 31, 2026 shall not exceed Nine Thousand Seven Hundred Ninety-One Dollars and Sixty-Seven Cents (\$9,791.67) plus applicable sales tax.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 9, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit I, Chatbot Statement of Work is added to the Agreement to describe the services added by this Amendment 8 and incorporated herein by this reference.
2. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees (before applicable Washington State sales tax) (subject to 3% annual increase beginning 8/1/2026)		
Description	Term	Service Fees
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, 2025 to July 31, 2026	\$46,869.95
Active Directory Federation Services (ADFS) Annual Fee	August 1, 2025 to July 31, 2026	\$1,937.05
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus	August 1, 2025 to July 31, 2026	\$387.41
CivicPlus Hosting and Media Storage	August 1, 2025 to July 31, 2026	\$5,903.38
CivicPlus Platinum Security Services	August 1, 2025 to July 31, 2026	\$5,528.28
CivicPlus CivicEngage Sandbox Site	August 1, 2025 to July 31, 2026	\$2,305.05

CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1, 2025 to July 31, 2026	\$1,063.61
AudioEye Managed SaaS Subscription	August 1, 2025 to July 31, 2026	\$38,573.28
Design Center Pro Bundle	August 1, 2025 to July 31, 2026	\$5731.35
48 Month Redesign Premium Annual	August 1, 2025 to July 31, 2026	\$0.00
Subtotal Existing Annual Service Fees	August 1, 2025 to July 31, 2026	\$108,299.36
CivicPlus Chatbot Prorated Year 1 Subscription	January 1, 2026 to July 31, 2026	\$7,291.67
New Total Annual Service Fees	August 1, 2025 to July 31, 2026	\$115,591.03

Optional Service Fees		
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

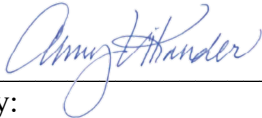
3. Except as expressly amended by this Amendment 9, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 9 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

CIVICPLUS:

Snohomish County Executive Director
Date


By: Amy Vikander
Title: Senior Vice President of Customer Success
Date: 12/17/2025

Approved only as to form:

Wendling, Rebecca Digitally signed by Wendling, Rebecca
Date: 2025.12.17 11:42:57 -08'00'

Deputy Prosecuting Attorney Date

**CivicPlus**

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

Exhibit I – Chatbot: Statement of Work

Quote #: Q-109853-1
Date: 10/15/2025 4:35 PM
Expires On: 12/31/2025

Client:
Snohomish County, WA

Bill To:
SNOHOMISH COUNTY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Drew Anderson	(203) 349-6549	drew.anderson@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	Cost
1.00	CivicPlus Chatbot Implementation	CivicPlus Chatbot Implementation, including access, onboarding, review of backend settings, and assistance with configuration and training.	USD 2,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	Cost
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	USD 12,500.00

Annual Recurring Subscription Pro-rated Year 1 1/1/2026-7/31/2026	USD 7,291.67
Total Initial Investment - Prorated Year 1 1/1/2026-7/31/2026	USD 9,791.67
Annual Recurring Services (Subject to annual increase 8/1/2026)	USD 12,500.00

Total Days of Quote:212

Initial Term	Beginning 1/1/2026 and ending 7/31/2026, Renewal Term 8/1 each calendar year
Initial Term Invoice Schedule	100% of Total Initial Investment invoiced upon signature of Amendment 9.

1. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW shall be prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Website Development and Hosting Agreement between the Parties (the "Agreement").
2. This Chatbot Statement of Work ("SOW") shall be subject to the terms and conditions of the Agreement, dated July 22, 2013, to which this SOW is hereby attached as the Chatbot Statement of Work as well as the Chatbot terms and conditions in section 6 of this SOW.
3. The Initial Term for this SOW shall be effective on January 1, 2026 and shall align with the Agreement current Term end date of July 31, 2026.
4. By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
5. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined in the Agreement
6. Chatbot Terms and Conditions

The Customer understands that the Chatbot Services are not intended to collect, and CivicPlus discourages the Customer from soliciting and collecting, any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI"), or other financial data, it is at the Customer's sole discretion and risk. The Customer as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.

The Customer understands that the Services must crawl over the Customer's entire site and scrape information for successful performance. The Customer shall be solely responsible for obtaining permission from any third party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to the Customer or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in the applicable SOW is for one domain, limited to ten crawled websites, if the Customer requires more domains or crawled websites, the Customer should reach to the Customer's designated CivicPlus representative. CivicPlus and Frase, Inc. shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning the Customer data and data derived therefrom), and CivicPlus and Frase, Inc. will be free (during and after the term hereof) to:

1. use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and
2. disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service.