

**AMENDMENT ONE TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT  
RELATING TO AUTOMATED CASHIERING SYSTEM**

This Amendment One to the Master "Software License and Services Agreement Relating to Automated Cashiering System," dated January 19, 2009, is made and entered into this 1<sup>st</sup> day of January, 2020 by and between Snohomish County, a political subdivision of the State of Washington (hereafter "the County") and N. Harris Computer Corporation d/b/a Systems Innovators, a division of N. Harris Computer Corporation, a Canadian corporation whose address is 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E8C4, (hereafter "the Contractor").

**RECITALS**

Whereas, the Contractor has developed and owns certain proprietary software for use in Automated Cashiering and Payment Collections; and

Whereas, the Contractor and County entered into that certain Agreement relating to automated cashiering system on January 19, 2009 ; and

Whereas, the current Agreement term will end on January 18, 2020, unless extended by mutual written agreement, and the County wishes to continue to use the System and receive Maintenance and Support Services as described in Schedule "D" Support and Maintenance Agreement, and Contractor wishes to continue to provide the Services;

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. Section 5. Term of Agreement, shall be amended to add a new subsection 5.1.5 that shall read as follows:
  - 5.1.5 Term of Agreement shall be extended for an additional one year term, through January 18, 2021.
  
2. Section 7. Price and Payment shall be amended to add a new Subsection that shall read as follows:
  - 7.3 Maintenance and Support fees for the period January 1, 2020 through December 31, 2020 shall be \$7,051.06 plus applicable sales tax.

Warranty Period and which are necessary for the Software to conform to this Agreement


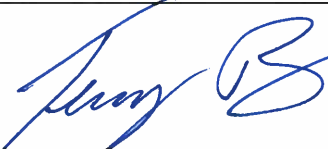
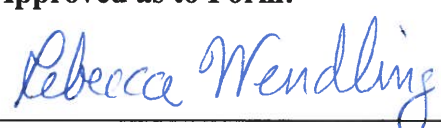

- 5.1.2 Support and Maintenance Services shall commence upon the earlier of a) one hundred eighty (180) days from the date of signing of this Agreement and b) acceptance of installation of the Software and shall continue throughout the term of the Agreement, provided that the County shall pay the annual Support and Maintenance Fee.
- 5.1.3 The maximum term for this Agreement, consisting of the initial term and all option term(s), is eleven (11) years from Acceptance unless extended by written agreement signed by all parties.
- 5.1.4 Notwithstanding termination of this Agreement for any reason, the Software License granted in this Agreement shall be perpetual, unless terminated pursuant to the terms hereof.

2. Section 7. Price and Payment shall be amended to add a new Subsection 7.6 that shall read as follows:

7.6 Maintenance and Support fees for the period January 1, 2020 through December 31, 2020 shall be \$7,051.06 plus applicable sales tax.

3. Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

<b>COUNTY OF SNOHOMISH:</b>	<b>SYSTEMS INNOVATORS, INC.:</b>
	
Snohomish County Executive	By:
1/7/2020	Date
Date	Title: Vice President, OPERATIONS
	12/18/19
<b>Approved as to Form:</b>	
	
Deputy Prosecuting Attorney	Date
	12/17/2019
<b>Recommended for Approval:</b>	
	
Information Technology Director	Date
	12/31/19