

**AMENDMENT 2 TO THE SERVICES AGREEMENT WITH AMERICAN PLATFORM SERVICES, AN ARIZONA LLC., DBA THERECORDXCHANGE**

This Amendment 2 to the "Services Agreement," (the "Master Agreement"), executed on August 10, 2022, as amended by Amendment 1 dated October 28, 2022 (together, hereafter "the Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and American Platform Services, an Arizona LLC., d/b/a TheRecordXchange, duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 20th day of March, 2024.

**RECITALS**

**WHEREAS**, the County and American Platform Services, an Arizona LLC., d/b/a TheRecordXchange are the parties to that certain Agreement to design, deploy and configure a cloud-based customized web portal for District Court for capturing and fulfilling requests for public access to digital court recordings captured by the ExhibitOne platform; and

**WHEREAS**, more frequent remittances to the County by the Contractor are required in order to meet Washington State regulations.

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

**Section 1.** Part 4.04 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

4.04 County may, at its sole discretion, charge fees to some or all parties requesting access to recordings. The Contractor shall collect fees as directed by the County. Fees may be collected by the Contractor from requesting parties via check, money order, credit card or other electronic payment method. The Contractor shall pay the County weekly, 90% of all fees collected. Each Monday, the Contractor shall initiate an Automated Clearing House (ACH) deposit for transactions made during the previous Monday through Sunday. Should a Monday fall on a holiday, the ACH deposit will be initiated on Tuesday. Contractor shall retain 10% of all collected fees as compensation in addition to subscription fees described in Section 4.01. The Contractor will not be responsible for the collection of any amounts due, but unpaid, by requesting parties.

**Section 2.** All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 as of the day and year first written above.

*Signature page follows.*

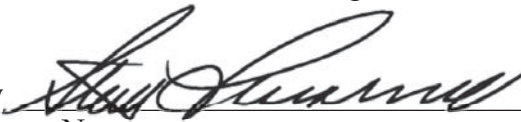
**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

By **Klein, Ken** Digitally signed by Klein, Ken  
Date: 2024.03.20 12:51:59  
-07'00'  
Name: Ken Klein  
Title: Executive Director

**CONTRACTOR:**

American Platform Services, an Arizona  
LLC., d/b/a TheRecordXchange

By   
Name: Steve Townsend  
Title: CEO

**Approved as to Insurance and  
Indemnification Provisions:**

By **Barker, Sheila** Digitally signed by Barker,  
Sheila  
Date: 2024.02.12 08:10:49  
-08'00'  
Risk Management

<p align="center"><b>COUNCIL USE ONLY</b></p> <p>Approved <u>3/20/2024</u></p> <p>ECAF # <u>2024-0164</u></p> <p>MOT/ORD <u>Motion 24-089</u></p>
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