CONSULTANT:

Applied Data Systems, Inc.

CONTACT PERSON:

John Filippi

ADDRESS:

8401 Golden Valley Rd, Suite 200

Golden Valley, MN 55427

FEDERAL TAX ID NUMBER/U.B.I. NUMBER:

41-1473810/601605697

TELEPHONE:

763-325-2863

COUNTY DEPT:

Facilities and Fleet Management

DEPT. CONTACT PERSON:

Anna Morton

TELEPHONE:

425-388-3896

PROJECT:

Computerized Maint Management System

(CMMS)

AMENDED NTE AMOUNT:

\$936,655,38

4918,655.38

FUND SOURCE:

511 518 031 4103

CONTRACT DURATION:

May 1, 2014 through July 10, 2028

Filippi^{2025.08.07}
16:09:50 -05'00'

Digitally signed by John Filippi Date:

AOSI Initials

AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 11

THIS AMENDMENT NO. 11 to that certain Master Services Agreement (the "Agreement") dated May 1, 2014, is made by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Applied Data Systems, Inc., a Minnesota corporation (the "Contractor").

NOW, THEREFORE, for and in consideration of the benefits conferred on both parties and the mutual promises set forth below, the parties agree that the Agreement be amended as follows:

Term of the Agreement shall be extended to 7/10/2028 per Statement of Work #11, attached.

Digitally signed 2. by John Filippi

The contract is increased in the amount of \$342,772 for the duration of the term for a total of \$936,655.38 918,655,38

\$324,772 ADSI Initals

John Digitally signe by John Filipp Filippi 2025.08.07

IN WITNESS WHEREOF the parties execute this Amendment No.11 on the date of the last party to sign.

SNOHOMISH COUNTY:

Digitally signed by Harper, Harper, Lacey Date: 2025.08.14

08:52:44 -07'00'

Snohomish County Executive

Applied Data Systems:

John Filippi

7/30/2025

Title:

Date

Digitally signed by John Filippi Date: 2025.07.30

14:53:18 -05'00'



Snohomish County STATEMENT OF WORK #11

Date: July 30, 2025

Project: ARCHIBUS Software, Hosting and Support 1 Year with two 1-year Renewals 2025-2028 Project date: January 1st, 2025 – July 10th, 2028

Summary

The ARCHIBUS software is a 3-year period consisting of 1 Year with 2 optional years. The software is owned and licensed by Eptura, Inc. and has three major components, Web Central Core, Number of Concurrent users and activities.

ARCHIBUS Software Term dates are as follows:

#	Date	Description							
1	1/1/2025	Year 1 of 3 Eptura Prorated renewal of Perpetual License Renewal 1/1/2025 – 7/10/2025							
2	7/11/2025	Year 1 of 3 Eptura Renewal 7/11/2025 to 7/10/2026 License Perpetual to Term Conversion							
3	7/11/2026	Year 2 of 3 Eptura Renewal 7/11/2026 to 7/10/2027 License Renewal							
4	7/11/2027	Year 3 of 3 Eptura Renewal 7/11/2027 to 7/10/2028 License Renewal							
5	7/10/2028	Software Term Ends							

Additional software activities agreed to in writing by both parties will be prorated to the end of the term.

The End of Sale for Perpetual Licensing in Archibus. Customers who currently use perpetual licenses have an <u>On-premises</u> subscription-based license. Timeline for the transition:

- October 31, 2024: No additional perpetual licenses will be sold after this date
- October 31, 2025: No renewals will be accepted after this date
- October 31, 2026: All support for perpetual licenses will officially cease after this date
- July 31st, 2025, Early term conversion discount expires or when your current Software License Expiration of 7/10/2025 whichever comes first.

The term of the ARCHIBUS Software is a 1 year and 6-month non-cancellable term with two 1 Year Options and can be termed with a 60-day written notice prior to the renewal date. The software term is from 7/11/2025 to 7/10/2028. At the end of the term a new software term SOW is submitted by ADSI for approval by the Snohomish County. If not approved before the end of the term, Snohomish County access to the ARCHIBUS software will terminate.

New versions of the ARCHIBUS software are being released on a semiannual basis. While performing upgrades at every point release may not be necessary depending on the feature, function, and new activities it is recommended to stay on the most current full release of the application.

Term licenses supply participants with both revision and version-level ARCHIBUS upgrades released during their paid term period; however, access to programs/features licensed separately is not included.

SNOHOMISH COUNTY use of ARCHIBUS will be subject to the ARCHIBUS Term Based End User License Agreement, currently at: https://archibus.com/wp-content/uploads/2023/06/Eptura_Archibus-EULA_Term_v1.0_May-2023.pdf or otherwise located at https://eptura.com/terms/. Upon the execution of this SOW, SNOHOMISH COUNTY expressly accepts and agrees to be bound by the ARCHIBUS Term Based End User License Agreement. SNOHOMISH COUNTY shall execute, accept and be bound by any updated agreements as reasonably requested by Eptura.

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2. Third-Party Software Deliverables:

A. Third-Party Software: ARCHIBUS 1-Year Perpetual (Core, Users, and Activities) 1/1/2025 – 7/10/2025.

#	Description	QTY	Yr1 - 2	025
1	Web Central Core Program	1	\$	1,753
2	Cost Administration	1	\$	2,004
3	Bundle - Portfolio Management + Lease Administration	1	\$	4,009
4	Bundle - Space Management	1	\$	6,011
5	Bundle - On Demand Work + Preventive Maintenance	1	\$	4,009
6	Smart Client Extension for AutoCAD	2	\$	650
7	ARCHIBUS Mobile Framework	1	\$	3,215
8	ARCHIBUS Performance Metrics Framework	1	\$	3,215
9	ACPs - 25 Concurrent User Package	1	5	1,906
			5	26,771
		Prorated :	5	13,385
			\$	13.285

B. Third-Party Software: ARCHIBUS Term (Core, Users, and Activities) 7/11/2025 - 7/10/2028.

#	Description		Description QTY		Yr1	Yr1 - 2025-2026		- 2026-2027	Yr3 - 2027-2028	
1	Web Central Core Program	1	\$	6,297	\$	6,738	\$	7,209		
2	Cost Administration	1	\$	7,277	\$	7,786	\$	8,331		
3	Bundle - Portfolio Management + Lease Administration	1	\$	12,802	\$	13,698	\$	14,657		
4	Bundle - Space Management	1	\$	18,596	\$	19,898	\$	21,291		
5	Bundle - On Demand Work + Preventive Maintenance	1	\$	12,667	\$	13,554	\$	14,502		
6	Smart Client Extension for AutoCAD	2	\$	4,582	\$	4,902	\$	5,246		
7	ARCHIBUS Mobile Framework	1	\$	8,085	\$	8,651	\$	9,257		
8	ARCHIBUS Performance Metrics Framework	1	\$	8,085	\$	8,651	\$	9,257		
9	ACPs - 25 Concurrent User Package	1	\$	6,872	\$	7,354	\$	7,868		
	Annual		\$	85,263	\$	91,232	\$	97,618		
	7/11/25 Conversion Credit Expires		\$	15,366	\$	15,366	\$	15,366		
			\$	69,897	\$	75,866	\$	82,252		

^{*}Activities can only be dropped at the end of the 3-year term contract; additional activities added during the initial term will be prorated to the end of the 3-year term.

C. ADSI Cloud Hosting - 1/1/2025 - 7/10/2028

#	Description	Description Q		MRC	Unit	Yr	1 - FY 2025	Yr2 -FY 2026	r3 - FY 2027 6 Mo 2028
1	ACP Concurrent https Users	2	5	\$	52	\$	15,600	\$ 17,100	\$ 27,900
2	PACP Concurrent users	0		\$	10	\$		\$ 	\$ 1 7
2	VDI Desktop	0		\$	325	\$	-	\$ 	\$ -
3	Separate SQL Instance	0		\$	500	\$	_	\$	\$ _
4	Additional Database	0		\$	100	\$		\$ 	\$
_5	Separate VM Server	0		\$	500	\$	-	\$ _ = -	\$ -
_		Annual				\$	15,600	\$ 17,100	\$ 27,900

^{*}The number of concurrent users for the hosting environment matches the current number of ARCHIBUS concurrent users. Items 3-6 are for clients requiring additional access or services.

D. Professional Services - Technical Support

#	Description	QTY	UNI	Γ	EXTENDED		
1 Support Hours		40	\$	185	\$	7,400	
		40	Sub Total		\$	7,400	



3. Deliverables Summary from 1/1/2025 - 7/10/2028

#	Milestone	Deliverable	Delivery Date	Yr	1 - FY 2025	Yr2 -	FY 2026	r3 - FY 2027 + <u>6 Mo 2028</u>
1	Software	1 Year Software Subscription with 2 Renewal years	Annual	\$	83,182	\$	75,866	\$ 82,252
2	ADSI Cloud Hosting	ADSI Cloud Hosting	Annual	\$	15,600	\$	17,100	\$ 27,900
				\$	98,782	\$	92,966	\$ 110,152
3	Professional Services	Hours expended	Project Schedule	\$	7,400	\$	7,622	\$ 7,850
			Total	\$	106,182	\$	100,588	\$ 118,002

\$ 324,772

Except for the ARCHIBUS software and ADSI Cloud Hosting, the amounts shown for professional services are hourly estimates. Hours may move with or between phases where the hourly rate is the same. Only Actual Hours expended under professional services are invoiced.

4. Not Included In this SOW:

ADSI has made every effort to be as inclusive as possible in this Statement of Work. However, during the project, additional deliverables may be identified. Therefore, the pricing shown is only for the specific items identified in this SOW. Items excluded from this project are:

- Deliverables not specifically noted within this SOW.
- Sales Tax is not included.

5. Assumptions:

There are assumptions in developing the scope and pricing of the Statement of Work. These assumptions include:

• This Statement of Work is good for 90 days from the date of submission.

6. Change Management

Any additions or changes to the SOW identified during the project are handled through the change management process, which includes identifying the change, pricing, and acceptance. A signed change order is required to begin changes.

7. SNOHOMISH COUNTY Obligations

SNOHOMISH COUNTY shall be responsible for: (i) providing such personnel, materials, items, and information as may be necessary to enable ADSI to perform the Services; (ii) promptly responding to requests for information made by ADSI in connection with the performance of the Services; and (iii) the accuracy of all information provided by SNOHOMISH COUNTY. ADSI's ability to perform its obligations under this Agreement may be dependent on SNOHOMISH COUNTY's performing its obligations. ADSI shall have no liability or responsibility for any failure of SNOHOMISH COUNTY to perform any of its obligations or for any delays in performance by ADSI caused by any failure of SNOHOMISH COUNTY to perform any of its obligations. In conjunction, ADSI and SNOHOMISH COUNTY will perform this Statement of Work on time to meet the schedule.

Commencement of work is contingent upon the acceptance of this Statement of Work and signed by both parties.

8401 Golden Valley Road, Suite 200 Golden Valley, MN 55427 763-694-8900 Page 3 of 4



8. SIGNATURES

AGREED TO AND ACCEPTED BY:

Company:	Applied Data Systems, Inc.	Company:	SNOHOMISH COUN	ITY, WA Digitally signed by Harper,	
Name:			Harper, Lacey		
Title:		Title:			k
Date:		Date:			

4865-9282-7503, v. 2