

REINSTATEMENT AND AMENDMENT NO. 2 TO THE SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND AURIGO SOFTWARE TECHNOLOGIES, INC.

This Reinstatement and Amendment No. 2 to the Software Subscription and Services Agreement between Snohomish County and Aurigo Software Technologies, Inc. ("Amendment No. 2") is entered into as of this 4th day of February, 2020, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Aurigo Software Technologies, Inc., incorporated under the laws of the State of Texas (the "Contractor" or "Aurigo").

RECITALS

- A. The County and Aurigo Software Technologies, Inc. are the parties to that certain Software Subscription and Services Master Agreement (the "Agreement") executed on May 30, 2018;
- B. The County terminated the Agreement effective October 28, 2019, for convenience; and
- C. Aurigo Software Technologies, Inc. has subsequently demonstrated its ability to deliver the contracted items; and
- D. The parties mutually desire to rescind the termination, reinstate the Agreement, and amend the Agreement as set forth below;

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. The County hereby revokes the Notice of Termination, and the County and Contractor hereby agree that the Agreement is hereby reinstated, subject to the terms of this Amendment.
- 2. The product name "Aurigo MasterWorks" or "Aurigo MasterWorks Standard" shall be replaced with "Aurigo Essentials" throughout the Agreement and subsequent amendments.
- 3. Aurigo agrees to provide the Gold Support Plan to the County for one full subscription year (9/1/2019 to 9/1/2020) at no cost. The Aurigo Masterworks Gold Support Plan attached hereto, is hereby incorporated by this reference into the Agreement as Appendix 2 to Exhibit C, Aurigo Masterworks Gold Support Plan.
- 4. Aurigo agrees to waive the annual subscription fee of \$45,325.00 plus sales tax for year two (9/1/2019 to 9/1/2020) as stated in Section 7 "Price and Payment" of the Agreement.

Except as expressly provided in this Amendment No. 2, all of the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date set forth above.

Aurigo Software Technologies, Inc.

By: Balaji Srinivasan

Printed Name: BALAJI SRINIVASAN

Title: CEO

Date: 1/12/2019

SNOHOMISH COUNTY

KEN KLEIN
Executive Director

By: [Signature]

Snohomish County Executive

Date: 2/04/2020

RECOMMENDED FOR APPROVAL

By: [Signature]

Director, Department of Information Technology

Date: 1/28/2020

RECOMMENDED FOR APPROVAL

By: [Signature]

Risk Management

Date: 2/3/2020

Approved as to form

[Signature] 1/15/20

Deputy Prosecuting Attorney

Appendix 2
Exhibit C

Aurigo Masterworks Cloud Gold Support

Summary:

The Aurigo Software Gold Support Plan adds solutions support to our standard support plan. The Gold Support Plan provides extensive support on the base product functionality along with solution support. The Gold Support Plan includes all services specified in the Silver Support Plan plus additional support including 45 days of post product go-live warranty support.

The Gold Support Plan comes with additional premium services including 150 hours/year of technical services delivered by the Support and Sustenance team. These hours can be used for any activity including changes to forms, reports, workflows, and minor modifications. Hours cannot be carried over to next year.

Support Hours	8 AM – 5:00 PM PST
Support Channel	Phone, Email, Web
Product Support – Included	Platform - Updates and Break-Fix Patches Purchased Products - Updates and Break-Fix Patches
Solution Support – Warranty	45 Days Post Production Go-Live
Solution Support – Post Warranty	150 Hours (annual - cannot roll forward) of support for Break-Fix or Solution Services Rate for each additional hour - \$250 per Hour
Application Uptime SLA	99.7%

Cost Model:

The Gold Support Plan increases the standard annual recurring subscription fee by \$25,000. Aurigo will provide the Gold Support Plan to the County for one full subscription year (9/1/2019 to 9/1/2020) at no cost. The Gold Support Plan includes 150 person hours of technical services. Any remaining support hours in the current year cannot be carried over the next year. Additional support hours provided above the 150 hours included in the Gold Support Plan will be billed at a discounted rate of \$250.00 per hour.

This plan requires customer to be current on the SaaS subscription, and all fees have to be paid in full as 100% advance.

Warranty & Maintenance Plan:

Aurigo will provide access to all of the updates produced as part of the product warranty included in the Gold Support Plan. Masterworks enhancements will be available to the County for review an implementation at the County's discretion.

Aurigo Masterworks Warranty and Maintenance Plan	
Upgrades, updates, and fixes	Aurigo will provided any software upgrades and fixes that are required to ensure the correct operation of the delivered solution.
Customer central access	Aurigo provides access to its customer portal that is a central location for the product knowledge base and other useful product information.
Post implementation Support	Aurigo will provide post implementation support to its customers that are on the maintenance program, but only limited to the product and platform.

Maintenance Window & Patches:

Aurigo, will make every effort perform system upgrades and maintenance at times of least usage, typically on weekends or after normal business hours.

Aurigo Support and Sustenance Center:

The County will have access to support personnel who are trained on the Aurigo Masterworks deployment as configured for Snohomish County Public Works. Hours included in the support plan can be used against changes to configurations, workflows and reports in addition to prototyping services.