

## **Cloud Renewal Quote**

Subscription Renewal Start Date: 11/30/2022

Subscription Term: 24 Months

**Conditions Prepared By** Quote Date: 08/22/2022 **Christy Gary** Valid Until: 11/30/2022 (314) 898-0568

christy.gary@knowledgelake.com

**Quote To: Ship To:** 

**Dustin Morse Dustin Morse** 

San Bernardino County ATC San Bernardino County ATC Dustin.Morse@sbcountyatc.gov Dustin.Morse@sbcountyatc.gov

## **KnowledgeLake Cloud Platform**

Volume	Feature Description
70,000	Documents Ingested and Processed
Yes	Bring Your Own Storage: Documents Available for Search, View, and Retrieve
1	Sandbox Environment
Yes	Standard Support

## **Investment Subtotal**

Annual Cloud Subscription MSRP	\$37,500
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Discount Amount	-\$4,299
Annual Cloud Subscription Invoice Amount (due 12/2022)	\$33,201
Annual Cloud Subscription Invoice Amount (due 12/2023)	\$33,201
Total 24-month Investment	\$66,402
My Company will issue a Purchase Order for this transaction: Y Ve	s No

My Company will issue a Purchase Order for this transaction: \_\_\_\_\_X\_\_\_ Yes \_\_

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

KnowledgeLake Approvals:		
lame:	Title:	

Signature:		Date:	
Accepted E	ву:		
Name:	Curt Hagman	Title:	Chairman, Board of Supervisors
Signature:		Date:	



## **Amendment No. 1 to Cloud Service Subscription Agreement**

THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, AMENDS AND IS SUBJECT TO THE CLOUD SERVICE SUBSCRIPTION AGREEMENT ENTERED INTO BY AND BETWEEN KNOWLEDGELAKE, INC. AND SAN BERNARDINO COUNTY ON NOVEMBER 17, 2020, ALL OF WHICH TOGETHER CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES FOR ALL ITEMS EXCEPT PROFESSIONAL SERVICES & TRAINING. FOR PROFESSIONAL SERVICES & TRAINING, THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, TOGETHER WITH A STATEMENT OF WORK ("SOW") or QUICKSTART PACKAGE EXECUTED IN CONNECTION HEREWITH, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES.

All capitalized terms used but not defined in this Quotation have the meanings described in the MSA, SOW or QuickStart as applicable. The fees specified herein are due upon receipt of the applicable invoice or upon the indicated payment dates, if applicable, whichever is later. All prices are in USD. This quote does not include any applicable taxes KnowledgeLake may be obligated to collect as part of this order. Once accepted, and except as otherwise specified, this quote becomes a noncancelable order and the related fees become due and non-refundable. The Subscriber acknowledges that the pricing specified in this order is based on the subscription period, up to the maximum consumption units listed, and the number of subscription years paid in advance. It is expressly agreed that the terms of this order shall supersede the terms contained in any purchase order or other non-KnowledgeLake ordering document or correspondence, regardless of when such ordering document is received or if KnowledgeLake signs such ordering document, and no terms included in any such purchase order or other non-KnowledgeLake ordering document or correspondence shall apply to KnowledgeLake or to the licenses and services specified in this order.

Payment Due: 30 days from date of invoice.

For the avoidance of doubt, KnowledgeLake will not provide Technical Support and Updates for other KnowledgeLake products that have not been purchased. While optional, Technical Support and Updates for other KnowledgeLake products must be purchased separately.