

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
20-1125 A-1

SAP Number

### Auditor-Controller/Treasurer/Tax Collector

<b>Department Contract Representative</b>	<u>Don Le</u>
<b>Telephone Number</b>	<u>(909) 382-3001</u>
<b>Contractor</b>	<u>KnowledgeLake, Inc.</u>
<b>Contractor Representative</b>	<u>Christy Gary</u>
<b>Telephone Number</b>	<u>(314) 898-0568</u>
<b>Contract Term</b>	<u>11/30/2020 – 11/29/2024</u>
<b>Original Contract Amount</b>	<u>\$62,325</u>
<b>Amendment Amount</b>	<u>\$66,402</u>
<b>Total Contract Amount</b>	<u>\$128,727</u>
<b>Cost Center</b>	<u>3400001000</u>

**Briefly describe the general nature of the contract:** *Amendment No. 1 to Software License Exchange Agreement and Cloud Service Subscription Agreement No. 20-1125 with KnowledgeLake, Inc. for subscription software as a service, accepting the Cloud Renewal Quote to extend the annual cloud subscription for an additional 24 months, for the total contract period of November 30, 2020, through November 29, 2024, and increasing the total contract amount by \$66,402, from \$62,325 to \$128,727.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 10-14-2022

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

Ensen Mason  
Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date 10/25/22



## Cloud Renewal Quote

Subscription Renewal Start Date: 11/30/2022

Subscription Term: 24 Months

**Conditions**

Quote Date: 08/22/2022

Valid Until: 11/30/2022

**Prepared By**

Christy Gary

(314) 898-0568

christy.gary@knowledgelake.com

**Quote To:**

Dustin Morse

San Bernardino County ATC

Dustin.Morse@sbcountyatc.gov

**Ship To:**

Dustin Morse

San Bernardino County ATC

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
Discount Amount	-\$4,299
Annual Cloud Subscription Invoice Amount (due 12/2022)	\$33,201
Annual Cloud Subscription Invoice Amount (due 12/2023)	\$33,201
<b>Total 24-month Investment</b>	<b>\$66,402</b>

My Company will issue a Purchase Order for this transaction:  X Yes  No

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, Inc., 6 City Place Dr. Suite 500, St. Louis, MO 63141

Toll free 1-888-898-0555 or on the web at <http://www.knowledgelake.com> © KnowledgeLake, Inc. All Rights Reserved

**KnowledgeLake Approvals:**

**Name:** Jason Burian **Title:** Vice President of Product

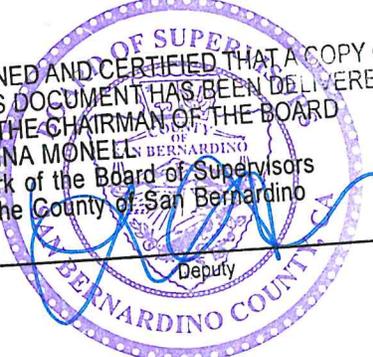
**Signature:**  **Date:** 10/7/2022  
DocuSigned by:  
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**Accepted By:**

**Name:** Curt Hagman **Title:** Chairman, Board of Supervisors

**Signature:**  **Date:** NOV 15 2022

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By   
Deputy





## **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.