

## **Amendment No. 1 to Non-Standard Annual Software Support Agreement between the County of Monterey and JUST APPRAISED INC.**

**THIS AMENDMENT No. 1** to the Non-Standard Software-as-a-Service (“SaaS”) Services Agreement (hereinafter referred to as “Agreement”) between the County of Monterey, a political subdivision of the State of California (hereinafter, “COUNTY”), and Just Appraised Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the COUNTY and CONTRACTOR (collectively, the “parties”).

**WHEREAS**, contemporaneous with this amendment, COUNTY Board of Supervisors ratified the June 22, 2021 execution of the Agreement between COUNTY and Just Appraised Inc. effective July 1, 2021 to September 30, 2022, in an amount not to exceed \$59,500; and

**WHEREAS**, the Agreement provides for automatic annual renewals and a 60-day termination for convenience clause; and

**WHEREAS**, the parties desire to amend the Agreement to strike future automatic renewal provisions, to provide a fixed term through and including June 30, 2023, to require negotiations and mutual written agreement to rate changes, and to establish a 30-day termination for convenience clause; and

**NOW THEREFORE**, the parties agree as follows:

1. Effective as of October 1, 2022, the Agreement is hereby extended for an additional nine (9) months, for a revised total term of July 1, 2021 through June 30, 2023, unless sooner terminated pursuant to the terms of the Agreement, as amended.
2. The **Term** provision under **Exhibit A** of the Agreement shall be **amended by removing** “The Initial Term will automatically renew on an annual basis for four one-year terms (each a “Renewal Term”) unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable” **and replacing it with** “Customer may renew this Agreement for four terms, each no longer than one year (each a “Renewal Term”) and Customer is not required to state a reason if it elects not to renew.”
3. **Add the following sentences** to the end of the **License Fees** provision under **Exhibit A** of the Agreement: “Company must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the Agreement. Both Parties must agree upon rate extension(s) or changes in writing.”
4. **Section 6.2** of the Agreement shall be amended by removing “In addition to any other remedies it may have, either party may also terminate this Agreement without cause, upon sixty (60) days written (or an Order Form or SOW) notice of termination.” **and replacing it with** “In addition to any other remedies it may have, either party may also terminate this Agreement without cause, upon thirty (30) days written (or an Order Form or SOW) notice of termination.”

5. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$119,500.
6. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 1, the provisions of this Amendment No. 1 shall govern.
7. A copy of this Amendment No. 1 shall be attached to the Agreement.

*This space was intentionally left blank*

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:  
Stephen Vagnini  
5D1F4C2C573A418  
Assessor-County Clerk/Recorder

Dated: 11/23/2022 | 8:43 AM PST

CONTRACTOR

DocuSigned by:  
By: Imran Khoja  
E8413DE2AE0046E  
Signature of Chair, President, or  
Vice-President

Imran Khoja CEO  
Printed Name and Title

Dated: 11/4/2022 | 10:07 PM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:  
Jennifer Forsyth  
7E7E657075451AE  
Auditor-Controller

Dated: 11/7/2022 | 8:22 AM PST

DocuSigned by:  
By: Yao Choong  
C8E80514953847D...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Yao Choong CFO  
Printed Name and Title

Dated: 11/4/2022 | 10:40 PM PDT

*Approved as to Form:*

DocuSigned by:  
Shane Strong  
F631FE484254499  
Deputy County Counsel

Dated: 11/5/2022 | 12:02 AM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.