

## **AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & QUALYS, INCORPORATED**

This Amendment No. 3 is made to the END USER AGREEMENT dated July 18, 2016 (“AGREEMENT”) in the amount of \$130,645 for the provision of vulnerability management services for Monterey County network by and between Qualys, Inc., (hereinafter “CONTRACTOR”) and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

### **RECITALS**

**WHEREAS**, the Agreement states the CONTRACTOR shall provide vulnerability management services for the Monterey County network for the term of July 18, 2016 through July 17, 2017, in a total amount not to exceed \$130,645; and

**WHEREAS**, on July 20, 2017, COUNTY and CONTRACTOR amended the agreement via amendment no. 1 to extend the term of the End User Agreement through July 19, 2018, and added an additional \$130,645 for a total agreement amount of \$261,290;

**WHEREAS**, on July 17, 2018, COUNTY and CONTRACTOR amended the agreement via amendment no. 2 to extend the agreement term by one (1) year through July 19, 2019 and add an additional \$130,645 for a total agreement amount of \$391,935;

**WHEREAS**, the COUNTY and CONTRACTOR currently wish to extend the agreement term by one (1) year through July 19, 2020 and add an additional \$130,645 for a total agreement amount of \$522,580; and

**NOW THEREFORE**, the Customer and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. The AGREEMENT shall be amended by adding the services specified in “Exhibit A-3, Quotation”, attached to this Amendment No. 3.
2. The amount of the Agreement shall be increased from \$391,935 to \$522,580.
3. The term of the Agreement shall be amended from an end date of July 1, 2018 to a new end date of July 19, 2020.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 3 and Exhibit A-3 shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

\*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.



**Qualys Inc**  
 919 E Hillsdale Blvd  
 Foster City, California 94404  
 United States  
 +1 650 801 6100  
 +1 650 801 6101

Quote #: Q-108867-1  
 Valid Until: 7/20/2019  
 Sales Rep: Yohannes Berihu  
 Phone: 650.801.6152  
 Email: yberihu@qualys.com

## Quotation

### Address Information

**Bill To**  
 County of Monterey  
 1590 Moffett St  
 Salinas, CA 93905-3342  
 United States

**Ship To**  
 County of Monterey 1590  
 Moffett St  
 Salinas, CA 93905-3342  
 United States

### Contract Terms

Currency : USD  
 Estimated Taxes: USD 0.00  
 Total Amount Due: USD 130,645.00  
 VAT No.:

Payment Terms: Net 30  
 Anticipated Start Date: 7/20/2019  
 Anticipated End Date: 7/20/2020  
 PO No.:

QTY	PART #	DESCRIPTION	NET TOTAL
7,000	Q-E-VM-C	Qualys Vulnerability Management-- Enterprise * Scheduled and on demand security scans * Unlimited user accounts * Unlimited network discovery maps * Executive-level & detailed technical reports * Qualys PCI is bundled at no added cost * 24x7 email and telephone Customer Support	USD 120,670.00
7,000	Q-E-PCI	Automated PCI compliance validation for merchants and acquiring institutions. Bundled with VM	USD 0.00
5	Q-C-SA	Qualys Scanner Appliance - Annual Subscription	USD 9,975.00
<b>Customer Total:</b>			USD 130,645.00
<b>Net Total:</b>			USD 130,645.00

### Terms And Conditions

**Taxes:** The taxes listed on this quote are only an estimate. Actual tax may vary. Customer will also be responsible for any applicable VAT as required by VAT regulations.

**For US customers and partners, if you are claiming exemption from US sales tax please provide a valid Exemption Certificate or Direct Pay Permit for the expected delivery location(s) at the time of placing your order.**