

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & QUALYS, INCORPORATED

THIS AMENDMENT 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 called “Vendor” and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and Vendor wish to extend the term of the End User Agreement from July 1, 2017 through July 19, 2018, and;

WHEREAS, the County and Vendor wish to increase the amount of the agreement by one-hundred thirty thousand, six hundred forty-five dollars (\$130,645) to provide for the purchase of the QualysGuard Vulnerability Management Enterprise and associated annual subscription fees, for a revised total Agreement amount not to exceed two hundred sixty-one thousand, two hundred ninety dollars (\$261,290).

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

1. The AGREEMENT shall be amended by adding the services specified in “Exhibit A-1, Quotation”, attached to this Amendment No. 1.
2. The amount of the Agreement shall be increased from one-hundred thirty thousand, six hundred forty-five dollars (\$130,645) to two hundred sixty-one thousand, two hundred ninety dollars (\$261,290)
3. The term of the Agreement shall be amended from an end date of July 1, 2017 to a new end date of July 19, 2018.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 1 and Exhibit A-1 shall be attached to the original Agreement.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below

MONTEREY COUNTY

[Signature]

Contracts/Purchasing Officer

Dated: 9-26-17

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: _____

VENDOR

DocuSigned by:
Richard Liu
By: _____
Signature of Chair, President, or
Vice-President

Richard Liu VP Finance, Corporate Controller

Printed Name and Title

Dated: 2017-08-07

DocuSigned by:
Melissa B. Fisher
By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Melissa B. Fisher CFO

Printed Name and Title

Dated: 2017-08-09



*Joo m. Kim
VP, F&A & IR*

*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
 1600 Bridge Pkwy
 Redwood City, California 94065
 United States
 +1 650 801 6100
 +1 650 801 6101

Quote #: Q-23299-1
 Valid Until: 7/1/2017
 Sales Rep: Yohannes Berihu
 Phone: 650.801.6152
 Email: yberihu@qualys.com

Quotation

Address Information

Bill To
 County of Monterey

Ship To
 County of Monterey

Contract Terms

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

Payment Terms: Net 30
 Anticipated Start Date: 7/20/2017
 Anticipated End Date: 7/19/2018
 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
Customer Total:			USD 130,645.00
Net Total:			USD 130,645.00

Terms And Conditions


Taxes are only an estimate. Actual tax may vary

Plus any applicable VAT if and as required by VAT regulations.

Credit Card Payments: Contact your Account Manager.
 Qualys does not accept credit card payments over \$25,000

Actual subscription start and end dates may be later if actual fulfillment occurs on a later date, no more than 14 days after initial estimate.

By signing the Qualys quote below, you represent that you have the authority to bind the Company and intend for the Company to be legally bound to the provisions set forth herein.

Signature	Date
	9.26.17
Title	Name
CONTRACTS/PURCHASING OFFICER COUNTY OF MONTEREY	Michael R. Dyer

Qualys' End User License Agreement is available for review at: <https://www.qualys.com/docs/eula.pdf>
Qualys' Service Level Agreement is available for review at: <https://www.qualys.com/sla>
For additional information about Qualys products and services see: <https://www.qualys.com/sd>

AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & QUALYS, INCORPORATED

This Amendment No. 2 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 amend the agreement via amendment no. 1 to extended 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; and

WHEREAS, the COUNTY and CONTRACTOR currently wish 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.

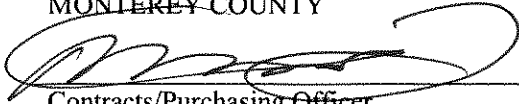
NOW THEREFORE, the Customer and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. The AGREEMENT shall be amended by adding the services specified in “Exhibit A-2, Quotation”, attached to this Amendment No. 2.
2. The amount of the Agreement shall be increased from \$261,290 to \$391,935.
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, 2019.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 2 and Exhibit A-2 shall be attached to the original Agreement.

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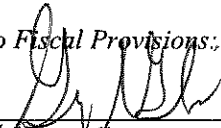
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 7.26.18

Approved as to Fiscal Provisions:


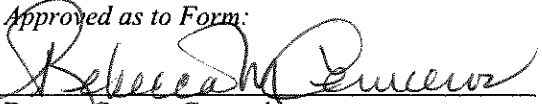
Deputy Auditor/Controller

Dated: 6-30-18

Approved as to Liability Provisions:

Risk Management


Dated:

Approved as to Form:


Deputy County Counsel

Dated: June 29, 2018


CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

SYMEILA CHEUNG VP Finance Corporate
Printed Name and Title controller

Dated: 6/25/18

By: 

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

Melissa Fisher, CFO
Printed Name and Title

Dated: 6/25/18

*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.

EXHIBIT A-2



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

Quote #: Q-56223-1
 Valid Until: 7/20/2018
 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:
 Anticipated Start Date: 7/20/2018
 Anticipated End Date: 7/19/2019
 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
Customer Total:			USD 130,645.00
Net Total:			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.

Credit Card Payments: Contact your Account Manager. Qualys does not accept credit card payments over \$25,000

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

Albrecht
Contracts/Purchasing Officer

Dated: 23 July 2019

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 2/12/19

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:
Rebecca M. Encinas
Deputy County Counsel

Dated: July 11, 2019

CONTRACTOR

By: [Signature]
Signature of Chair, President, or Vice-President

Philippe Courtot, CEO
Printed Name and Title

Dated: 06/28/2019

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Melissa Fisher, CFO
Printed Name and Title

Dated: 06/28/2019

*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
Customer Total:			USD 130,645.00
Net Total:			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.

AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & QUALYS, INCORPORATED

This Amendment No. 4 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, on July 16, 2019, COUNTY and CONTRACTOR amended the agreement via amendment no. 3 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;

WHEREAS, the COUNTY and CONTRACTOR currently wish to extend the agreement term by three (3) year through July 19, 2023 and add an additional \$415,110 for a total agreement amount of \$937,690; and

NOW THEREFORE, the COUNTY 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-4, Quotation”, attached to this Amendment No. 4.
2. The amount of the Agreement shall be increased from \$522,580 to \$937,690.
3. The term of the Agreement shall be amended to end July 19, 2023.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this AMENDMENT No. 4 and Exhibit A-4 shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 on the day and year written below.

DocuSigned by:
MONTEREY COUNTY
Eric Chatham
747D862C7BD04AE...

Director of Information Technology

Dated:

Approved as to *Fiscal Provisions:*
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Deputy Auditor/Controller

Dated: 7/10/2020

Approved as to *Liability Provisions:*

Risk Management

Dated:

Approved as to *Form:*
DocuSigned by:
Katherine Hansen
16878463597E46B...

Deputy County Counsel

Dated: 7/10/2020

CONTRACTOR DocuSigned by:
Karun Malik
0E3DF8EF54AF473...

By:

Signature of Chair, President, or Vice-President

Karun Malik Vice President, Strategic Alliances

Printed Name and Title
2020-07-06

Dated:

DocuSigned by:
Joo Mi Kim
A8C3FBC37A15498...

By:

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

Joo Mi Kim CFO

Printed Name and Title

Dated: 2020-07-07

*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-204389-4
 Valid Until: 7/19/2020
 Sales Rep: Joe Gregory
 Phone: 650-801-6100
 Email: jgregory@qualys.com

Quotation

Address Information

Bill To

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

Ship To

County of Monterey
 WAREHOUSE
 1488 SCHILLING PLACE
 SALINAS, CA 93901
 United States

Contract Terms

Currency : USD
 Estimated Taxes: USD 0.00
 Total Amount Due: USD 415,110.00
 VAT No.:

Payment Terms: Net 30
 Anticipated Start Date: 7/20/2020
 Anticipated End Date: 7/19/2023
 PO No.:

QTY	PART #	DESCRIPTION	NET TOTAL
7,000	Q-S-VM DR	Qualys VM-DR Bundle; Vulnerability Management with Discover and Remediation, includes the following Qualys Modules: Cloud Agent VM, includes VM scanning Internal & External. Qualys PCI is bundled at no additional cost with External IPs only. Threat Protection Continuous Monitoring Patch Detection Cloud Agent SCA - includes authenticated scanning Standard API - Application Programming Interface Virtual Scanner (Unlimited) Passive Network Sensor virtual edition (Unlimited) Cloud Agent Gateway Sensors (Unlimited) CertView Internal & External Global IT Asset Inventory Cloud Inventory Container Inventory	USD 217,350.00
5	Q-SAE	Qualys Scanner Appliance - Annual Subscription *Daily vulnerability signature updates & maintenance *Warranty for life of subscription	USD 29,925.00
5	Q-SAN-5120-A1	Qualys Scanner Appliance - Annual Subscription - Model QGSA-5120-A1	USD 37,425.00

QTY	PART #	DESCRIPTION	NET TOTAL
7,000	Q-S-AI	Qualys Asset Inventory – Annual Subscription Per Asset	USD 130,410.00
Customer Total:			USD 415,110.00
Net Total:			USD 415,110.00

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.

Credit Card Payments: Contact your Account Manager. Qualys does not accept credit card payments over \$25,000

Start and End Dates: Actual subscription Start Date and End Date may vary from what is listed herein if actual fulfillment occurs on a later date. Actual Start Date and actual End Date shall not be more than 14 days after the Anticipated Start Date or Anticipated End Date set forth on this Quote.

Authority to Sign: By signing this Quote, you represent that you have the authority to bind the Customer and hereby agree that the Customer will be legally bound to the provisions set forth herein.

Governing Agreement:

* If the customer has a signed Master Cloud Services Agreement or End User Agreement or an equivalent agreement with Qualys, then the terms of that agreement will govern the provision and use of the Cloud Services.

*If the customer previously agreed to a click-thru Master Cloud Services Agreement or End User Agreement with Qualys or an equivalent agreement, then the terms of that agreement will govern the provision and use of the Cloud Services: <https://www.qualys.com/docs/master-cloud-service-agreement.pdf>

*If the customer does not have previously existing agreement, then the following terms shall govern the provision and use of the Cloud Services. If the bill-to purchaser on this Quote is an authorized reseller for Qualys, then the terms of the applicable signed reseller agreement between purchaser and Qualys shall govern the provision of the Cloud Services set forth on this Quote.

Signature	Date
Title	Name

For additional information about Qualys products and services see: <https://www.qualys.com/sd>