

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN OPEN TEXT, INCORPORATED AND
COUNTY OF MONTEREY, ACTING THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT,
FOR
SERVICE AND MAINTENANCE OF RIGHT FAX**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on July 1, 2016 is entered into by and between the County of Monterey, acting through its Information Technology Department (hereinafter “COUNTY”), and Open Text, Inc. (hereinafter “CONTRACTOR”); (collectively, the County and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement states that CONTRACTOR is to provide maintenance and support of the County’s Right Fax system for the term of July 1, 2016 through June 30, 2019, in a total amount not to exceed \$17,802.00; and

WHEREAS, on November 14, 2017, COUNTY and CONTRACTOR entered into an agreement providing for an upgrade to the Right Fax system, the FOIP Enable Delivery Channel; and

WHEREAS, on June 5, 2018, COUNTY and CONTRACTOR entered into amendment no. 1, adding service and maintenance of Right Fax FOIP Enable Delivery Channel, and adding \$2,640 for a total agreement amount of \$20,442, with no change to the agreement term; and

WHEREAS, on April 4, 2019, COUNTY and CONTRACTOR entered into amendment no. 2, extending the term by one (1) year for a revised agreement term of July 1, 2016 through June 30, 2020 and adding an additional \$9,276.59 for a new agreement total of \$29,718.59; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via amendment no. 3, to extend the term by one (1) year for a revised agreement term of July 1, 2016 through June 30, 2021 and adding an additional \$9,276.59 for a new agreement total of \$38,995.18; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via amendment no. 4, to extend the term by two (2) years for a revised agreement term of July 1, 2016 through June 30, 2023 and adding an additional \$18,013 for a new agreement total of \$57,008.18;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section IV. (A) of the Transaction Document to the Agreement, titled, “Payment Provisions”, shall be amended to state:

“A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$57,008.18.”

2. Section III. of the Transaction Document to the Agreement, titled, “Term of the Agreement”, shall be amended to state:

“The term of this Agreement shall be from July 1, 2016 through June 30, 2023.”

3. 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;
4. A copy of this Amendment No. 4 shall be attached to the original AGREEMENT.
5. This Amendment No. 4 shall be effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY

By: _____
Director of Information Technology

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Open Text Inc.

CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Alan MacDonald Sr. Director, Renewals

Name and Title

Date: May 6, 2021

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

*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 Amendment.