

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
CLEAR LABS, INC.**

THIS AMENDMENT NO. to the Agreement (“Agreement A-15796”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and **Clear Labs, Inc.** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on May 17, 2022, County and CONTRACTOR entered into Agreement A-15796 in the amount of \$442,483.91 for the term May 17, 2022, through March 31, 2025, for the provision of three (3) years of preventative maintenance agreement for the Clear Dx Instrument and purchase of CL-WGS Reagent kits.

WHEREAS, County and CONTRACTOR wish to amend Agreement A-15796 to increase the funds by \$104,960.00 for a new Agreement amount not to exceed \$547,443.91 for additional purchases of lab equipment, with the same terms of May 17, 2022, to March 31, 2025; and

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Section 2.0, “Payment Conditions”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$442,483.91,” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$547,443.91**”.
2. **EXHIBIT A – Scope of Services/Payment Provisions**, is deleted and replaced in its entirety with AMENDMENT NO. 1 to EXHIBIT A- Scope of Services/Payment Provisions. All references to the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT NO. 1 to EXHIBIT A-Scope of Services/Payment Provisions.
3. 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.
4. A copy of this Amendment No.1 shall be attached to the original Agreement executed by the County on May 17, 2022.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No.1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: 
County Counsel

Date: 9/21/2023 | 2:59 PM PDT

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 9/21/2023 | 3:40 PM PDT

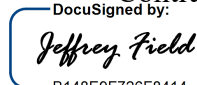
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Clear Labs, Inc.

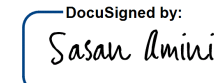
Contractor's Business Name*

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

Jeffrey A. Field Chief Commercial Officer

Name and Title

Date: 9/20/2023

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

Sasan Amini, PhD Chief Executive Officer

Name and Title

Date: 9/20/2023

***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.