AMENDMENT NO. 3 TO AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND
QLIQSOFT, INC.

THIS AMENDMENT NO. 2 to Agreement No. A-14293 ("Agreement") for Qliq Secure texting service subscription, by and between QliqSoft, Inc., (hereinafter referred to as "CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") with respect to the following.

WHEREAS, on May 2, 2019, COUNTY and CONTRACTOR entered into AGREEMENT No. A-14293 in the amount of $21,600, with a term of April 1, 2019, through March 31, 2022; and

WHEREAS, COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to replace Exhibit A and increase the total amount of the Agreement to cover added services; and

WHEREAS, on March 31, 2022, AGREEMENT A-14293 expired by its terms; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend AGREEMENT A-14293 retroactive to April 1, 2022; and

WHEREAS, this RENEWAL and AMENDMENT NO. 2 is necessary due to COUNTY'S continued need for CONTRACTOR'S services; and

WHEREAS, the COUNTY and CONTRACTOR entered AMENDMENT NO. 2 to increase the total amount of the Agreement, replace Exhibit A, and to extend the term of the Agreement for three (3) additional years; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the Agreement by $200,000 for a new total Agreement amount of $476,504, replace Exhibit A, and to extend the term of the Agreement for three (3) additional years for a new term of April 1, 2019, through March 31, 2028; and

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, under Section 2. "Provision of Service."** shall be removed and replaced with, "QliqSOFT shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and as specified in Exhibit A-3 hereto. During the term of this Agreement, the Service shall perform materially in accordance with Exhibit A-3 hereto."

2. **Paragraph 4, under Section 4.1 "User Fees."** shall be removed and replaced with, "Customer shall pay all fees specified in Exhibit A-3 hereto. Subscription fees are based on the number of users in the Customer's group, not the extent of actual usage. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased after the beginning of each subscription term stated in Exhibit A-3, except in accordance with the

QliqSOFT, Inc.
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Term: 4/1/2019 – 3/31/2028
NTE: $476,504

terms of cancellation provided in this Agreement. The subscription charges at the beginning of each quarter will be based upon the then current number of users."

3. **Paragraph 4, under Section 4.2 "Invoicing and Payment."** shall be removed and replaced with, "Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in Exhibit A-3."

4. **Exhibit A-3: QliqSOFT Subscription Services** replaces Exhibit A-2. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-3.

5. This Amendment No. 3 is effective upon execution.

6. 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.

7. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT dated May 2, 2019.

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QliqSOFT, Inc.
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NTE: $476,504

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

COUNTY OF MONTEREY	**CONTRACTOR – QliqSOFT, Inc.**

COUNTY OF MONTEREY

_____
Contracts/Purchasing Officer

Dated: _____

_____
Department Head (if applicable)

Dated: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz   Patricia Ruiz
Deputy Auditor/Controller
Auditor Controller Analyst I

Dated: 2/25/2025 | 4:38 PM PST

Approved as to Liability Provisions:

_____
Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:
Stacy Saetta   Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 2/25/2025 | 10:47 AM PST

CONTRACTOR – QliqSOFT, Inc.

DocuSigned by:
By: _John Skowlund_
Signature of Chair, President, or
Vice-President

John Skowlund   Vice President
Printed Name and Title

Dated: 2/24/2025 | 8:47 AM PST

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.

Exhibit A-3
QliqSOFT Subscription Services

QliqSOFT Services

This is an amendment to the QliqSOFT Secure Texting Service Subscription Agreement between QliqSOFT, Inc and County of Monterey, a political subdivision of the State of Colorado executed on 4/1/2019. This amendment will replace Exhibit A on the original agreement.

Subscription:

Customer agrees to purchase and QliqSOFT agrees to provide one private group of the QliqCHAT Secure Texting Service. The Service shall begin on **April 1, 2025,** and continue for **three (3) years**, for a revised full term of April 1, 2019 – March 31, 2028 and a revised total Agreement amount of $476,504.

Subscription Fees: Customer agrees to pay subscription fees in accordance to the fee schedule and payment terms below.

Qliq Secure Texting Subscription Fees

USERS	PRICE
50-500	$6/user/month
501-1000	$5/user/month
1000+	$4/user/month

Qliq Video Visit Subscription Fees

Agent Fee	$20/agent/month

Includes Active Directory integration, QliqSTOR Archive Application, and Admin Training and Support.

Professional Services with the group administrator(s) are accomplished by web conference without difficulty. Optionally, QliqSOFT's professional services consultant is available for on-site professional services. The cost of on-site training and consulting is $1,500 per day plus related travel expenses.

Payment Terms

Payment due on first date of each service term. Service will be invoiced **quarterly**. Additional users added during term will be invoiced on a pro-rated basis.

Upgrades: Customer will be entitled to all available Service upgrades from QliqSOFT.

QLIQSOFT, INC.   **CUSTOMER**

By: _John Skowlund_ (DocuSigned by, 394E4DBB2EB2493...)

By: _____

Name: _John Skowlund_

Name: _____

Title: _Vice President_

Title: _____

Date: _2/24/2025 | 8:47 AM PST_

Date: _____