**RENEWAL ANDAMENDMENT NO. 2 TO AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND QLIQSOFT, INC.**

THIS RENEWAL AND 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 CONTRATOR'S services; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to increase the total amount of the Agreement, replace Exhibit A, and to extend the term of the Agreement for three (3) additional years.

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

1. This Agreement A-14293 is hereby renewed retroactive to April 1, 2022 and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.

2. **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-2 hereto. During the term of this Agreement, the Service shall perform materially in accordance with Exhibit A-2 hereto."

3. **Paragraph 4, under Section 4.1 "User Fees."** shall be removed and replaced with, "Customer shall pay all fees specified in Exhibit A-2 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-2, except in accordance with the 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."

4. **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-2."

5. **Exhibit A-2: QliqSOFT Subscription Services** replaces Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2.

6. This Renewal and Amendment No. 2 is effective April 1, 2022.

7. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

8. A copy of this Renewal and Amendment No. 2 shall be attached to the original AGREEMENT dated May 2, 2019.

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IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 2 on the day and year written below.

MONTEREY COUNTY

_____
Contracts/Purchasing Officer

Dated: _____

[DocuSigned by signature]
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Department Head (if applicable)

Dated: 4/28/2022 | 8:08 AM PDT

Approved as to Fiscal Provisions:

[DocuSigned by] Joey Nolasco   Joey Nolasco
F60C442ED05B437...
Deputy Auditor/Controller   Property Tax Manager

Dated: 3/21/2022 | 8:50 AM PDT

Approved as to Liability Provisions:

_____
Risk Management

Dated: _____

Approved as to Form:

[DocuSigned by] Stacy Saetta   Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel   Chief Deputy County Counsel Approved as to form.

Dated: 3/21/2022 | 8:51 AM PDT

CONTRACTOR – **QliqSOFT, Inc.**

[DocuSigned by] John Skowlund
By: _____
394E4DBB2EB2493...
Signature of Chair, President, or
Vice-President

John Skowlund   Vice President
Printed Name and Title

Dated: 3/17/2022 | 3:21 PM PDT

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-2

QliqSOFT Subscription Services
Customer agrees to the subscription and QliqSOFT agrees to provide one (1) private group of the Qliq Secure Texting, Video Visit, and Qliq Assisted Calling service.

The Subscription period will begin on **April 1, 2022** and will continue **quarterly**, for a period of three (3) years. To discontinue the Subscription, Customer must simply notify QliqSOFT in writing 30 days in advance of the last day of the billing cycle the Customer desires to end the Services.

Subscription Fees: Customer agrees to pay subscription fees in accordance to the fee schedule and payment terms below. Subscription fee is based upon number of users in group on billing date.
The total amount payable by Customer to QliqSOFT under this Agreement shall not exceed the sum of $276,504. Customer does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

Qliq Secure Texting Subscription Fees

Users	Price
50-500	$6/user/month
501-1000	$5/user/month
1000+	$4/user/month

Qliq Video Visit Service and Subscription Fees

Price
$20/agent/month
Includes Active Directory integration, QliqSTOR Archive Application, Admin training and support, basic tailoring and setup of Video Visit Widget.

Qliq Assisted Calling
Price: $500/group/year

Training Services exclude any patient user training, integration services, natural language processing engineering services and custom function development. Excludes custom scripted Chatbot.

Training 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 the first date of each service term, invoice must be provided 60 days in advance. Services will be invoiced **Quarterly.**

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

Primary Contact
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Billing Contact
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Email: TinajeroKT@co.monterey.ca.us
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