

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CHERRYROAD TECHNOLOGIES, INC.**

This First Amendment "First Amendment" is entered into as of the 13 day of January 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CHERRYROAD TECHNOLOGIES, INC. ("Contractor"), each a "Party" and collectively the "Parties".

1. Recitals

- A. The Parties entered into a contract dated July 23, 2019 (the "Contract"), in which Contractor agreed to provide application support services to County.
- B. The Parties desire to extend the term of the Contract to allow for the continuation of services beyond the original term of the Contract.
- C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: August 1, 2019 to June 30, 2021.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$223,200.

C. Scope of Work

Page 13 of Exhibit A-1 ("Pricing") is deleted in its entirety and replaced with the attached Pricing incorporated into this First Amendment as Exhibit A-2.

D. Budget

Exhibit B is deleted in its entirety and replaced with the attached Budget incorporated into this First Amendment as Exhibit B-1.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO

CherryRoad Technologies, Inc.

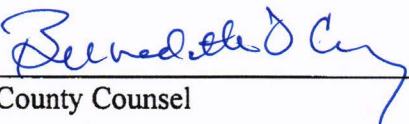
By _____

By  _____

Name/Title:

Nicholas Visco, Chief Financial Officer

APPROVED AS TO FORM

By  _____
County Counsel

Pricing

Associated Fees

Steady State Application Support

August 1, 2019 to January 31, 2020

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	80	\$ 1250	\$ 9,600 <u>10,000</u>
Total	80	N/A	\$ 9,600 <u>10,000</u>

February 1, 2020 to June 30, 2021

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	<u>80</u>	<u>\$120</u>	<u>\$9,600</u>
Total	<u>80</u>	<u>N/A</u>	<u>\$9,600</u>

Assumptions:

- ~~The initial "Term" of this support SOW will be for 6 months, commencing on the date of execution. The Term may be extended by mutual agreement between the County and CherryRoad, upon which the Term will be inclusive of any such extension.~~ The County may terminate this SOW prior to the end of the Term by giving CherryRoad 30 days written notice.
- The County will be billed for the fixed Monthly Fee at the beginning of each calendar month (the hours and Monthly Fee will be pro-rated for any partial month during the Term). Actual hours will be tracked against the allotted monthly hours available for the month in which the hours are worked by CherryRoad. The County may roll-over a maximum of 24 unused hours from any calendar month into the subsequent calendar month, unless otherwise mutually agreed upon by CherryRoad and the County. All unused hours will be refunded at the end of the Term or upon termination of the SOW by the County.
- The County and CherryRoad will re-evaluate the hours and scope on a quarterly basis, and the monthly hours and related Monthly Fee can be adjusted at the County's discretion on a quarterly basis
- The County will grant access to production for the Steady State Support.
- CherryRoad will follow the County's migration business process.
- CherryRoad will be given documented approval from the County before production migration occurs.

7. Support rate is available for remote work only. Normal and customary travel expenses will be billed for onsite work requested by the County.
8. If the County requires additional Steady State Support hours during any month, the excess hours will be billed at \$125/hr (for remote work) through January 31, 2020, and then \$120/hr (for remote work) for the remainder of the Term. CherryRoad will invoice excess hours at the end of the relevant calendar month.

Pricing Terms

1. Payment Terms: CherryRoad invoices are due within 30 days of receipt by the County.

**EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Steady State Application Support

August 1, 2019 to January 31, 2020

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	80	\$1250	\$9,600 <u>10,000</u>
Total	80	N/A	\$9,600 <u>10,000</u>

February 1, 2020 to June 30, 2021

<u>Service</u>	<u>Hours (per month)</u>	<u>Fee (per hour)</u>	<u>Monthly Fee</u>
<u>Steady State Application Support</u>	<u>80</u>	<u>\$120</u>	<u>\$9,600</u>
<u>Total</u>	<u>80</u>	<u>N/A</u>	<u>\$9,600</u>

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Pricing Terms

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2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.