

**Social Solutions Global, Inc.**  
**Amendment Number 2**  
to the Agreement to Provide  
**Customer Support for Apricot System**  
Funding Amount: **\$629,660**  
Term: **7/1/2018 to 6/30/2024**  
Agreement Number: PREE-SSGI-Apricot-1823

This Amendment Number 2 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Social Solutions Global, Inc., a Delaware corporation having a business address at 10801-2 N. MoPac Expwy, Ste 400, Austin, TX 78759 (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Replace Article 2, Payment, to reference the new Order Form and to increase the Agreement amount by One Hundred Nineteen Thousand Thirty-Eight Dollars (\$119,038) for a new total of Six Hundred Twenty-Nine Thousand, Six Hundred Sixty Dollars (\$629,660); and
2. Revise Article 3, Term of Agreement, to extend the term by one year to June 30, 2024; and
3. Replace Order Form 2019-47902 in Exhibit B-1 with Order Form 2019-50547 to extend the Term (Months) to 60 months from the start date.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated July 1, 2018, for Customer Support for the Contractor's "Apricot" Secure Online Software Application services; and

WHEREAS, Contractor is providing a Ballmer Matching Grant discount of 50% to the annual fees of the subscription products and the Ballmer Matching Grant covers the period July 1, 2019 to June 30, 2024; and

WHEREAS, County and Contractor desire to amend the Agreement to take advantage of the Ballmer Matching Grant through June 30, 2024; and

WHEREAS, County will benefit with an additional year of service at a reduction in overall costs (\$635,610 in the original Agreement decreased to \$629,660 in Amendment 2); and

WHEREAS, Amendment 1 did not include the costs of anticipated annual 2.5% increases in fees nor the additional year of service,

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:



## SPECIFIC PROVISIONS

### 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on an annual basis in accordance with "Exhibit B: Social Solutions Global, Inc.'s Order Form #2018-29038 for Fiscal Year 18/19" (hereinafter "Exhibit B") and in accordance with "Exhibit B-1: Social Solutions Global, Inc.'s Order Form #2019-50547 for Fiscal Years 19/20, 20/21, 21/22, 22/23, and 23/24" attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Six Hundred Twenty-Nine Thousand, Six Hundred Sixty Dollars (\$629,660), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Expenses not expressly authorized by the Agreement shall not be reimbursed without the prior written approval of County, which shall not be unreasonably withheld, conditioned or delayed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be annually in advance of the services.

### 3. Term of Agreement.

The term of this Agreement shall be from July 1, 2018 – June 30, 2024 unless terminated earlier in accordance with the provisions of Article 4 below.



Agreement Number: PREE-SSGI-Apricot-1823  
Amendment #2

Exhibit B-1: Social Solutions Global, Inc.'s Order Form #2019-50547 for  
Fiscal Years 19/20, 20/21, 21/22, 22/23, and 23/24

**Social Solutions**

Quote Number: 2019-50547  
Offer Valid Through: June 30, 2019

Bill To:  
Sonoma County Human Services Department  
Planning, Research, Eval & Engag Fiscal 490 Mendocino Avenue, Suite 101  
Santa Rosa, California 95401  
United States

**ORDER FORM**

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products				
SKU	Product Name	Quantity	License Metric	Billing Frequency
Apricot360-CB	Apricot 360 Bundle The Apricot 360 license includes 10GB of database storage and two administrator seats. Each administrator seat is provided with basic training.	250.00	Per User	Annually
AdminLicenseAdd360	Additional Administrator License for 1 additional administrator seat. Each administrator seat is provided with basic training.	5.00	Fee	Annually
AprGoldSupport360	Gold Support Package Gold support package for Apricot	1.00	Fee	Annually
Subscription Annual Fees Amount USD				188,000.00
Ballmer Matching Grant Discount** USD				(93,250.00)
Client Annual Fees USD				94,750.00

**Use Rights and Definitions:** The "Authorized Use" for ETO Impact/Apricot and add-on Products includes solely using the SaaS Services for Client's internal business purposes. Client may not under any circumstances use the SaaS Services to track and report on data specific to any agency, organization, or entity other than Client's organization unless specifically authorized in an Order Form. "Authorized Users" or "Named Users" consist solely of Client's employees and designated contractors who use the Service directly and solely in the furtherance of Client's internal business purposes. Fees are based on the number of Users communicated to Social Solutions as of the date of this Quote. Client shall report to SSG no less than annually the number of Users. An increase in the number of Users in excess of the contracted limit(s) will result in an increase in the annual fees.

\*\*Ballmer Matching Grant Discount: During the Initial Term, a Ballmer Matching Grant Discount of 50% will be applied to Client's Annual Fees for the Subscription Products ordered on this Order Form (including future Quantity increases of these Products during the Initial Term). However, the Ballmer Matching Grant Discount will not apply to Professional Services or other Subscription Products not identified on this Order Form.

Professional Services and Training				
SKU	Product Name	Quantity	Sales Price	Payment Terms
Apr360StarterPack	Apricot 360 Starter Pack This Services Package includes the activation of an Apricot 360 Standard Site, where SSG will deliver the following services for the implementation of one program. The services will be delivered over an eight-week timeline from Project Kick Off to Project Closure.	1.00	\$4,500.00	100% Upfront
Total Sales Price USD				4,500.00



Agreement Number: PREE-SSGI-Apricot-1823  
Amendment #2

**Terms and Conditions**

**Start Date:** July 01, 2019

**Initial Invoice Period (months):** The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Client will be credited for any prepaid but unused fees for replaced products.

**Term (Months):** The "Term" is the 60 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

**Storage space:** Storage space for database records and all file and photo storage is included, the amount of storage space included is indicated in the product description. Additional storage space may be purchased in 10, 50, or 100 GB increments at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space, Client will be billed for the additional usage (rounded up to the nearest GB tier) at its next invoice.

**Annual Rate Increases:** Any Subscription Products purchased on this Order Form on an annual basis are subject to annual rate increases not to exceed 2.5% per year during the Initial Term.

**Users:** Named Users means an individual identifiable by a name and excludes concurrent users. Guest Users are users with limited access activated through the Guest User Module, if applicable. "Users" may apply to either Named Users or Guest Users. Users may not share their user name with others. System reviews of the number of Users being used by Client will be performed periodically. If Client is using more than the purchased number, Client will be billed for the additional Users at its next invoice. If at any time, additional Users are added, such additional Users will be prorated to coincide with the current term of the Services.

**Support Level:** Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement

**Payment for U.S. Clients:** All Subscription fees will be invoiced in advance, either annually or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits. If Client elects for ACH payments, payments will be made monthly through ACH debits, provided that for Professional Services, payment must be made in equal installments over a period not to exceed 12 months.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer's timely payment obligations.

**Professional Services:** Pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

**Travel Costs:** Travel related costs that requires SSG's staff to travel outside of a 25-mile radius of SSG's place of business shall be borne by Client. Travel time is billed at half the hourly rate. SSG will use reasonable efforts to obtain the most affordable travel-related methods and accommodations available, however, SSG reserves the right to utilize the most expedient travel option available in order to accommodate Client's request for Professional Services. In addition to amounts incurred for transportation and accommodations, Client will reimburse SSG for any meals and incidental expenses incurred in the course of the on-site visit (not to exceed \$50 per day). Unless otherwise agreed to by SSG in writing, on-site Services are billed in increments of not less than four hours.

This Order Form is subject to and governed by the terms and conditions of the Agreement between SSG and Client dated July 1, 2018 and subsequent Amendments (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date").

**Client:** Sonoma County Human Services Department

**Social Solutions Global, Inc. ("SSG")**

**Authorized Signature:**

**Authorized Signature:**

**Print Name:**

**Title:**

**Print Name:**

**Title:**

**Date:**

**Date:**



Agreement Number: PREE-SSGI-Apricot-1823  
Amendment #2

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number PREE-SSGI-Apricot-1823 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR

COUNTY OF SONOMA

SOCIAL SOLUTIONS GLOBAL, INC.

By: Kenneth Saunders  
Name: Kenneth Saunders  
Title: CFO  
Date: 7/19/2019

By: \_\_\_\_\_  
Name: Karen Fies  
Title: Director, Human Services  
Department  
Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By: Oscar Chavez  
Name: Oscar Chavez  
Title: Assistant Director, Human  
Services Department

☐ EXEMPT FROM COUNTY COUNSEL  
REVIEW

☐ APPROVED AS TO FORM FOR COUNTY

By: County Counsel

☐ CERTIFICATES OF INSURANCE ON FILE  
WITH COUNTY

☐ INSURANCE REQUIREMENT CHANGES  
APPROVED OR WAIVED BY RISK  
MANAGEMENT

By: \_\_\_\_\_