City and County of San Francisco
Office of Contract Administration
Purchasing Division

Eleventh Amendment

THIS AMENDMENT (this "Amendment") is made as of November 21, 2018, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

    1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012, and
Seventh Amendment,	dated January 1, 2013, and
Eight Amendment,	dated November 1, 2013, and
Ninth Amendment,	dated December 1, 2014, and
Tenth Amendment,	dated November 27, 2016.

    1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **Section 2.** Section 2, Term of the Agreement of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2018.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2021.

2b. **Section 5.** Section 5, Compensation of the Agreement currently reads as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed two million, two hundred thirty-seven thousand and twenty dollars and no cents ($2,237,020.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," B-7 "Additional Calculation of Charges", B-8 "Additional Calculation of Charges" and B-9 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4 and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30)

days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

<u>Such section is hereby amended in its entirety to read as follows:</u>

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed three million, one hundred seventy-four thousand and four hundred and forty-five dollars and no cents ($3,174,445.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," B-7 "Additional Calculation of Charges", B-8 "Additional Calculation of Charges", B-9 "Additional Calculation of Charges" and B-10 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4 and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Appendix B-10. Appendix B-10, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

2d. Section 61 (Data and Security) is hereby added to the Agreement, as follows:

61.   Data and Security

A.   Data and Security Definitions

a.   "City Data" means that data as described in Section 61 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City, in connection with this Agreement, including as the result of the use of the Contractors or subcontractors' Services. City Data includes without limitation Confidential Information.

b.   "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

c.   "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

d.   "Party" and "Parties" mean the City and Contractor either collectively or individually.

e.   "Security Vulnerability Assessment and Report" is a security assessment on the Dependent Verification System Web application to determine the application's ability to resist common attack patterns and identify vulnerable areas in the internal and external interfaces of the application. The accompanying report includes a detailed written summary of any and all vulnerabilities, including the discovery date of each vulnerability, and a concise description thereof, as well as a remediation date. The Security Vulnerability Assessment and Report is conducted by an independent third party.

B.   City Data

a.   Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

b.   Use of City Data. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement

and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

        c.   **Data Breach; Loss of City Data.** In the event of any Data Breach, act, error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

        i. Notify City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

          1. the nature of the unauthorized access, use or disclosure;

          2. the Confidential Information accessed, used or disclosed;

          3. the person(s) who accessed, used and disclosed and/or received protected information (if known);

          4. what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and

          5. what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

        ii. In the event of a suspected Breach, Contractor shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved;

        iii. Contractor shall coordinate with the City in its breach response activities including without limitation:

          1. Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;

          2. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Contractor responses to City inquiries;

3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;

4. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;

5. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts;

6. Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and

7. Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

iv. In the case of personally identifiable information (PII) or protected health information (PHI), at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

v. In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than eighteen (18) months following the date of notification to such individuals;

vi. Perform or take any other actions required to comply with applicable law as a result of the occurrence;

vii. Without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence;

viii. Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

ix. Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

x. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

xi. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

xii. City shall conduct all media communications, unless at its sole discretion directs Contractor to do so, related to such Data Breach.

d. Proprietary or Confidential Information

i. Proprietary or Confidential Information of City.
Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data which is Confidential Information. Contractor and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach and City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, the City may bring a false claim action against the Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Contractor. Contractor agrees to include substantially similar but no less restrictive terms and conditions regarding Confidential Information contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

ii. Obligation of Confidentiality.
Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, the Contractor agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

iii. Nondisclosure.
Contractor agrees and acknowledges that it shall have no proprietary interest in any proprietary or Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or

entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The Contractor shall take all necessary steps to ensure that the Confidential Information is securely maintained. The Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the Contractor becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

iv. **Litigation Holds.** Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

v. **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to City's Data under this Agreement, or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond any such Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

vi. **Cooperation to Prevent Disclosure of Confidential Information.** Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

vii. **Remedies for Breach of Obligation of Confidentiality.** Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.

viii. **Surrender or Destruction of City Data upon Request by the City or Termination.** Upon request by the City, or upon termination in whole or in part of

this Agreement, whichever occurs first, Contractor shall, within five (5) calendar days from the date of the request for the surrender or termination of the Agreement, return to City any and all City Data received from City, or created or received by any person or organization on behalf of the City, which is in Contractor's possession, custody, or control. Such data transfer shall be done at no cost to the City. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such purge and/or physical destruction has occurred.   Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard. Notwithstanding the foregoing, Contractor reserves the right to maintain an archival copy per its record retention policies.

ix. **Data Security.** Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) the Contractor's Websites, (c) Contractor's physical facilities, and (d) Contractor's networks, to prevent unauthorized access or "hacking" of City's Data. Contractor shall provide security for its networks and all Internet connections consistent with best practices observed by well-managed business organizations working in the financial services industry, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. Contractor will maintain appropriate safeguards to restrict access to City's Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers) and secure authentication (e.g. password protected) access to the City's Confidential Information and hosted City Data. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City's Data. City's Data classified as Confidential Information shall be encrypted at rest and in transit with controlled access. Contractor also will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect the City's Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 4 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Contractor warrants to the City compliance with the California Information Practices Act (Civil Code §§ 1798 et seq) (as periodically amended or updated).

x. Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by City.

xi. City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if City reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

xii. Data Transmission. The Contractor shall ensure that all electronic transmissions or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (using HTTPS or SFTP or most current encryption methods). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Access to City Data by Contractor from outside the United States is prohibited.

e. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that the City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

2e. **Section 62 (SSAE 18, ISAE 3402, SOC 2, Type II Audit Report)** is hereby added to the Agreement, as follows:

62. **SSAE 18, ISAE 3402, SOC 2, Type II Audit Report.** Contractor shall provide to City, upon request, its most recent SSAE 18, ISAE 3402, SOC 2, Type II Report, as applicable, to be conducted by an independent third party ("Audit Reports") (if Contractor is

using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City upon request. Upon City's written request, Contractor shall provide a so-called "negative assurance opinion" to City as soon as said opinion is received by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program. In the event that an annual Audit Report that finds a material data privacy or information security issue, Contractor shall, upon written request by City, provide to City any additional Audit Reports and "negative assurance opinions" as City may reasonably request in order to help enable City to see if Contractor's mitigation measures have been effective in addressing such issue(s). Furthermore, Contractor shall conduct an annual security audit on all of its Subcontractors.

2f. **Section 63 (Data Security Plan)** is hereby added to the Agreement, as follows:

63. **Data Security Plan.**

a. Contractor will establish, maintain and comply with the data security plan ("Data Security Plan"), which will contain, at a minimum, such elements as those set forth in NIST Special Publication 800-18 rev 1 or its successor.

b. Data Security Plan will be designed to:

i. Ensure the security, integrity and confidentiality of Non-public Information;

ii. Protect against any anticipated threats or hazards to the security or integrity of such information;

iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;

iv. Reduce risks associated with Contractor having access to the City Information Resources; and

v. Comply with all applicable legal and regulatory requirements for data protection.

c. On at least an annual basis, Contractor will review its Data Security Plan, update and revise it as needed, and submit it to the City upon request. If there are any significant modifications to Contractor's Data Security Plan, Contractor will notify the City within seventy-two (72) hours.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

_____
Todd Rydstrom
Deputy Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
     Gustin R. Guibert
     Deputy City Attorney

Approved:

_____
Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR

JobAps, Inc.

_____
Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 0000017584

Appendix B-10: Additional Calculation of Charges

APPENDIX B-10 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4, and A-5:

	Total Support Cost
Base Annual Fee November 27, 2018 - November 26, 2019	$264,600
Base Annual Fee November 27, 2019 - November 26, 2020	$264,600
Base Annual Fee November 27, 2020 - November 26, 2021	$264,600
Grand Total	**$793,800**

Annual Maintenance to Support Customizations

Base Maintenance Fee November 27, 2018 - November 26, 2019	$47,875
Base Maintenance Fee November 27, 2019 - November 26, 2020	$47,875
Base Maintenance Fee November 27, 2020 - November 26, 2021	$47,875
Grand Total	**$143,625**