

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SURVEYMONKEY INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SurveyMonkey Inc., a Delaware corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of providing online survey software services on June 1, 2018; and

WHEREAS, the parties wish to amend the Agreement to extend the term through May 31, 2021, and increase the amount by \$80,000, for a new not to exceed amount of \$120,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed One Hundred, Twenty Thousand Dollars (\$120,000). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2018, through May 31, 2021.

3. Original Exhibit B is replaced with Revised Exhibit B (rev. 03/26/19).

Subscription Term Start Date: June 01, 2018**Subscription Term End Date: May 31, 2021**

Product Name	Product Attributes	Quantity	Sales Price	Total Product Price
SurveyMonkey Enterprise - Tier 1 "Starter Seats" (100)	Annual subscription to a bundle of 100 "Starter Seats" on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes up to 100 responses per seat and access to all survey platform features.	3	\$ 4,000.00	\$ 12,000.00
SurveyMonkey Enterprise - Tier 2 "Professional Seats" (5)	Annual subscription to a bundle of 5 "Professional Seats" on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes unlimited responses per seat and access to all platform features but DOES NOT include Advanced Branching, Piping, and Multilingual Support.	8	\$ 3,500.00	\$ 28,000.00

Annual Total:	\$ 40,000.00
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Invoicing Procedures

County shall pay Contractor, upon receipt of invoice, for subscription services as detailed above. Each invoice submitted must include the following information, at a minimum:

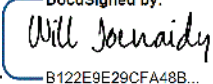
1. Agreement number
2. Time period covered
3. Detailed statement of services/work completed for the invoice period
4. Breakdown of labor, materials and taxes

Payments shall be made within net 30 days from the date of the applicable undisputed invoice.

4. **All other terms and conditions of the agreement dated June 1, 2018, as amended, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SURVEYMONKEY, INC.

<small>DocuSigned by:</small>  <small>B122E9E29CFA48B...</small>	<u>April 22, 2019</u>	<u>Will Joenaidy</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board