**AMENDMENT TO  
AGREEMENT  
BY AND BETWEEN  
CALSAWS CONSORTIUM  
AND  
CLEARBEST, INCORPORATION**

**Amendment No. \_1\_\_\_**

This Amendment Number 1 is effective on January 22 , 2021 (the “Effective Date”) and amends the Agreement, as defined below, between the CalSAWS Consortium (“Consortium”) and ClearBest, Incorporation (“Contractor”) as specified in this Amendment. Unless otherwise indicated by this Amendment, all other provisions of the Agreement not affected by this Amendment remain in full force and effect between the parties.

**RECITALS**

WHEREAS, on July 19 , 2019, Consortium and Contractor entered into an agreement (the “Agreement”) for the rendering of professional quality assurance services in connection with design, development, and implementation of the CalSAWS System (the “Project”); and

WHEREAS, on July 19 , 2019 Contractor commenced work on the Project pursuant to the Agreement; and

WHEREAS, the Initial Term, as defined in the Agreement, was for forty seven (47) months from the Execution Date of the Agreement, as defined; and

WHEREAS, both Consortium and Contractor wish to extend the Initial Term of the Agreement from forty seven (47) months from the Execution Date to a period from the Execution Date to January 31, 2024; and

WHEREAS, the parties now wish to amend the Agreement in order to restate the period of the Initial Term in the Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties agree to amend the Agreement as follows:

1. The definition of “Initial Term” as stated in Section 1 of the Agreement, Definitions, shall now read as follows:

**“Initial Term”:** The initial period of time during which this Agreement shall be effective, beginning on the Execution Date and continuing to and through   
January 31, 2024.

IN WITNESS WHEREOF, the Consortium has caused this Amendment Number 1 , to the Agreement to be subscribed on behalf of the Consortium and Contractor has caused this Amendment Number 1 to be subscribed on its behalf by its duly authorized officer, as indicated below.

**CLEARBEST, INCORPORATION** **CALSAWS CONSORTIUM**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Title) Consortium Chair

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

Kronick Moskovitz Tiedemann & Girard,

Consortium Legal Counsel

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

John Boule, Consortium Executive

Director