

AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-24010451
FOR
EMPLOYEE HEALTH SOFTWARE SOLUTION SYSTEM

This Amendment ("Amendment No. 1") to Contract No. MA-042-24010451 for Employee Health Software Solution System is made and entered into on the date of full execution by the Parties ("Effective Date") between **Cority Software Inc.** ("Contractor"), with a place of business at 121 King St. W. Suite 810, Toronto, ON M5H 3T9 Canada, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County and Contractor executed Contract No. MA-042-24010451 for Employee Health Software Solution System, effective January 1, 2024 through December 31, 2026, in an amount not to exceed \$378,742.50 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for two-years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Contract is renewed for a period of two (2) years, effective January 1, 2027, through December 31, 2028, in an amount not to exceed \$322,136.92 for this renewal period, for a new total amount not to exceed \$700,879.42, on the amended terms and conditions.
2. Attachment B, (Compensation and Invoicing), is deleted in its entirety and replaced with Attachment B-1, (Compensation and Invoicing), which is incorporated by this reference.
3. Contractor shall reference invoices with MA-042-24010451 and continue to forward invoices to: Orange County, Health Care Agency, Accounts Payables, and P.O. Box 689, Santa Ana CA 92702 or email to hcaap@ochca.com.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Cority Software Inc.

Sukaran Mehta

Chief Financial Officer

Print Name

Title

Signed by:

Sukaran Mehta

8/25/2026

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Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Roland Tabangin

Deputy Purchasing Agent

Print Name

Title

Approved as to Form
Office of the County Counsel

County of Orange, California

Deputy County Counsel

Brittany McLean

Print Name

Title

Signed by:

Brittany McLean

August 25, 2026

Signature

Date

Attachment B-1**Compensation and Invoicing****1. Compensation**

This is a fixed price Contract not to exceed the amount of \$700,879.42 for the Term of Contract, of which \$322,136.92 is for the renewal period January 1, 2027, through December 31, 2028.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract.

A. Annual Software Subscription Cost Per Year (January 1, 2027 – December 31, 2028):

Hosted Software and Services			
Description	Quantity	Annual Fee	
		Jan 1, 2027- Dec 31, 2027	Jan 1, 2028- Dec 31, 2028
Occupational Health (GSA)	15	\$37,459.95	\$37,459.95
MyCority (Open Market)	1	\$10,000.00	\$10,000.00
Cority Hosted Integration – Weekly Processing (Open Market)	1 Integration	\$6,001.20	\$6,001.20
Data Storage (GSA)	10GB	Included	Included
Data Storage (GSA)	354 GB	\$41,927.76	\$41,927.76
Data Storage (GSA)	60 GB	-	\$7,106.40
Employee Users (Open Market)	30,000	\$16,000.00	\$16,000.00
Administrator Users (GSA)- IT Administrators	5	\$12,846.35	\$12,846.35
Total Annual Fee (excluding taxes)		\$124,235.26	\$131,341.66

B. Annual Consulting Fee Per Year (January 1, 2027 – December 31, 2028):

Hosted Software and Services			
Description	Quantity	Annual Fee	
		Jan 1, 2027- Dec 31, 2027	Jan 1, 2028- Dec 31, 2028
Cority Advantage Program (Open Market)	160 Hours per year	\$33,280.00	\$33,280.00
Total Annual Fee (excluding taxes)		\$33,280.00	\$33,280.00

1. County may use the professional services time set out above for Training and

Enablement Services by making a request in writing to Contractor.

2. A resource from Contractor Professional Services will be assigned to complete the requests within the timeframes outlined below:

Requests for on-site consulting (a minimum of 24 consulting hours over 3-consecutive days will be required for onsite work); On-site time, consultants travel time, and travel expenses will be billed to the Client. Travel time will be billed at 50% of the consulting rate. Travel costs will be billed as incurred or in accordance with the daily per-diem rate.	4 weeks
Requests for remote consulting for partial days	2 business days
Requests for remote consulting for full days	5 business days

3. Any Cority Advantage Program hours remaining unused by the end of each 12-month subscription period will be waived and forfeited.

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Payment shall be made in advance within 30 days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number, if applicable
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor. Invoice and support documentation are to be submitted to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.