Addendum No. 2 To the xpress™ Software System Support & Maintenance Agreement Between County of Riverside on Behalf of the Exclusive Care Division of its Human Resources Department and Monument Systems, LLC

This Addendum No. 2 ("Addendum") is effective as of the latest date below (the "Effective Date") between Monument Systems, LLC, a Colorado Limited Liability Company ("Monument Systems"), and County of Riverside on Behalf of the Exclusive Care Division of its Human Resources Department ("Licensee") to amend the Software System Support and Maintenance Agreement between the parties, dated October 17, 2012, including Addendum No. 1 dated October 22, 2013 (collectively, the "Agreement"). In the event of a conflict between the Agreement and this Addendum, the provisions of this Addendum will be deemed controlling.

Whereas, the Initial Term of the Agreement is set to expire on June 30, 2017, and whereas both parties to the Agreement concur that it is in their mutual interest to renew the Agreement, now therefore, the parties agree as follows.

1. **Renewal.** The Agreement shall be renewed for a three-year Renewal Term beginning on July 1, 2017, and expiring on June 30, 2020, with options for two one-year Extension Terms (July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30, 2022). Each one-year Extension Term must be in an Addendum signed by both parties.

2. **Scope.** The Renewal Term shall include maintenance of all the functionality licensed under the xpress™ License Agreement between the parties dated December 31, 2002 and all amendments and addendums thereto. Such functionality is summarized in Exhibit A of this Addendum.

3. **Price.**
   3.1 The Maintenance and Enhancement Fee is 20% of the list price of the System. As of the Effective Date of this Addendum, such Maintenance and Enhancement Fee shall be $151,200.00 per year, payable in annual installments beginning on the Effective Date of this Addendum. This Maintenance and Enhancement Fee is subject to change, if the licensed functionality is altered or added to.
   3.2 Professional services, if required by Licensee, shall be billed pursuant to a mutually-signed SOW at then-current Time-and-Materials rates.

4. **GSA/CMAS.** This agreement is made pursuant to the CMAS Contract No. 3-14-70-3132A and the GSA Contract No. GS35F0137Y.

5. This Addendum supplements, amends and is incorporated, to the extent identified above, into the Agreement. Except as modified by this Addendum, the Agreement shall remain in full force and effect, and its terms and provisions are hereby ratified and confirmed subject to the terms and conditions of this Addendum.
EXHIBIT A

Monument Systems xpress™ System Software
As listed in Exhibit A to the License Agreement

Base System
- System Security
- Activity Log (Show Log)
- Global Tables
- Rules Based Logic Forms
- Workflow
- Benefits
- Employer Groups
- Physicians
- Hospitals / Facilities
- Contracts
- Enrollment
- Member History
- Customer Services
- Referrals
- Authorizations
- Medical Fee Schedules
- Hospital Fee Schedules
- Medical Claims
- Hospital Claims
- Finders
- Correspondence
- Reports

Optional Modules

- Accounts Receivable and Premium Billing
- Electronic Commerce (Electronic Data Interchange)

43 Concurrent Seat Licenses
This Addendum is hereby executed as of the latest date below written.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: __________________________
John F. Tavagnone, Chairman
Board of Supervisors

Dated: ________________________

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: __________________________
Deputy

MONUMENT SYSTEMS, LLC

By: __________________________
Name: J. Dominic Wallen
Title: President, COO
Dated: 5/16/2017

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: __________________________
Neal Kipnis,
Deputy County Counsel