

Exhibit 4

AMENDMENT #2
TO
COUNTY OF VENTURA CONTRACT #8876
WITH TRYFACTA, INC.
FOR
TEMPORARY STAFFING SERVICES

The County of Ventura (County) and Tryfacta, Inc. (Contractor), hereby agree that the agreement identified as County of Ventura Contract No. 8876 previously entered into by the parties is amended, effective November 1, 2023, as follows:

1. The contract term shall be November 1, 2023, through October 31, 2024.
2. The contract not to exceed amount is \$200,000.00.
3. All other terms and conditions remain the same.

COUNTY OF VENTURA
Gabriel Pina
Digitally signed by: Gabriel Pina
DN: CN = Gabriel Pina email = gabriel.
pina@ventura.org C = US O = County of
Ventura OU = GSA Procurement
Date: 2023.10.02 07:25:20 -08'00'

Signature

Gabriel Pina
Printed name

Buyer
Title

October 02, 2023
Date

CONTRACTOR

Arman Dhar
Digitally signed by Arman Dhar
Date: 2024.04.02 10:13:28
-07'00'

Authorized signature

Arman Dhar
Printed name

VP of Operations
Title

April 2, 2024
Date

CONTRACTOR


Authorized signature

Adesh Tyagi
Printed name

President
Title

April 2, 2024
Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

PROCUREMENT SERVICES

COUNTY OF VENTURA

800 SOUTH VICTORIA AVENUE
 VENTURA, CA93009-1080
 (805) 654-3750 FAX (805) 654-3754
<http://gsa.countyofventura.org/procurement>

GENERAL SERVICES AGENCY

MASTER AGREEMENT

MASTER AGREEMENT NUMBER TRYFACTAINC0FY24MA01	PRINT DATE 10/10/23	FUNCTION/TYPE New	NOT TO EXCEED \$200,000.00
VENDOR NAME AND ADDRESS TRYFACTA INC 4637 CHABOT DR STE 100 PLEASANTON, CA 94588	VENDOR PHONE NUMBER 408-498-5528	TERMS 0 % 30 Days % Days	
REFER INQUIRIES TO BUYER GABRIEL PINA	TELEPHONE NUMBER 805.662.6886	EMAIL ADDRESS Gabriel.Pina@ventura.org	
FOB N/A	START DATE Nov 1, 2023	END DATE Oct 31, 2024	PROCUREMENT FOLDER 1015601

REASON FOR MODIFICATION

MASTER AGREEMENT DESCRIPTION

IN ACCORDANCE WITH COUNTY OF VENTURA CONTRACT NO. 8876, PROVIDE TEMPORARY STAFFING SERVICES AS REQUESTED BY THE FOLLOWING COUNTY OF VENTURA AGENCIES/DEPARTMENTS/SPECIAL DISTRICTS FROM NOVEMBER 1, 2023, THROUGH OCTOBER 31, 2024, UNLESS TERMINATED EARLIER PURSUANT TO THE TERMS AND CONDITIONS AS STATED IN THIS CONTRACT.

JOB TITLES PER REQUEST FORMS ON FILE WITH HUMAN RESOURCES

RATES ARE PER CONTRACT EXHIBIT B

REFERENCE COUNTY OF VENTURA RFP NO. 6072.

NOT TO EXCEED: \$200,000.00

ENCLOSURE:
 CONTRACT 8876, AMENDMENT NO. 2

LINE NO.	COMMODITY DESCRIPTION	UNIT	LINE AMOUNT
1	EMPLOYMENT AGENCY SERVICES FOR THE HIRING OF BILL TO: ATTN:	NTE	200,000.00
2	BILLING INFO ONLY - CEO BILL TO: COUNTY EXECUTIVE OFFICE/FISCAL AND ADMIN ATTN: CEO FISCAL AND ADMIN 800 S VICTORIA AVE L1960 VENTURA, CA 93009-1960	NTE	0.00
3	BILLING INFO ONLY - HCA/ PUBLIC HEALTH	NTE	0.00

MASTER AGREEMENT

MASTER AGREEMENT NUMBER TRYFACTAINC0FY24MA01		PRINT DATE 10/10/23	FUNCTION/TYPE New	NOT TO EXCEED \$200,000.00	
LINE NO.	COMMODITY DESCRIPTION	UNIT	LINE AMOUNT		
	BILL TO: VCPH FISCAL - PUBLIC HEALTH AP ATTN: PUBLIC HEALTH ACCOUNTS PAYABLE 2220 E GONZALES RD STE 210C OXNARD, CA 93036				
4	BILLING INFO ONLY - GSA/ MAILROOM	NTE	0.00		
	BILL TO: GSA MAIL CTR/BU4645 ATTN: SCAN CENTER L3175 800 S VICTORIA AVE VENTURA, CA 93009-3175				
5	BILLING INFO ONLY - GSA /DOCUMENT MGT	NTE	0.00		
	BILL TO: GENERAL SERVICES AGENCY ATTN: GSA DOCUMENT MGT/BU4641 800 S VICTORIA AVE SCAN CENTER L3175 VENTURA, CA 93009-3175				
6	BILLING INFO ONLY - GSA/ WAREHOUSE	NTE	0.00		
	BILL TO: GENERAL SERVICES AGENCY ATTN: GSA WAREHOUSE/BU4643 800 S VICTORIA AVE SCAN CENTER L3175 VENTURA, CA 93009-3175				
7	BILLING INFO ONLY - GSA/ MAINTENANCE	NTE	0.00		
	BILL TO: GENERAL SERVICES AGENCY ATTN: GSA MAINTENANCE/BU4703 800 S VICTORIA AVE SCAN CENTER L3175 VENTURA, CA 93009-3175				
8	BILLING INFO ONLY - COUNTY CLERK-RECORDER/ELECTIONS	NTE	0.00		
	BILL TO: COUNTY CLERK AND RECORDER/LOWER PLAZA ATTN: ACCOUNTS PAYABLE 800 S VICTORIA AVE L1200 VENTURA, CA 93009-1200				
9	BILLING INFO ONLY - HCA - HEALTH CARE PLAN	NTE	0.00		

MASTER AGREEMENT

MASTER AGREEMENT NUMBER TRYFACTAINC0FY24MA01		PRINT DATE 10/10/23	FUNCTION/TYPE New	NOT TO EXCEED \$200,000.00	
LINE NO.	COMMODITY DESCRIPTION			UNIT	LINE AMOUNT
<div>BILL TO: VCHCP FISCAL ATTN: VCHCP ACCOUNTS PAYABLE 2220 E GONZALES RD, STE 210B STE 210B OXNARD, CA 93036</div>					

MASTER AGREEMENT TERMS

COUNTY'S OBLIGATION HEREUNDER WILL BE LIMITED TO THE FUNDS APPROPRIATED BY THE BOARD OF SUPERVISORS FOR THIS PURPOSE FOR EACH FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT. IN THE EVENT THAT THE BOARD OF SUPERVISORS FAILS TO SO APPROPRIATE SAID FUNDS; COUNTY'S OBLIGATION HEREUNDER WILL TERMINATE AT THE END OF THE FISCAL YEAR FOR WHICH FUNDS WERE APPROPRIATED OR AT THE END OF THE CONTRACT TERM, WHICHEVER OCCURS FIRST.

INDEMNITY AND INSURANCE REQUIREMENTS:

POLICY LIMITS AND ENDORSEMENTS VARY AND ARE SPECIFIC TO THE SERVICES BEING PROVIDED. REQUIREMENTS ARE PROVIDED AND REVIEWED WITH EACH VENDOR PRIOR TO RELEASE OF THE PURCHASE ORDER. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, GENERAL LIABILITY, AUTO, WORKERS COMPENSATION, ADDITIONAL INSURED FOR GENERAL LIABILITY, WAIVER OF SUBROGATION FOR WORKERS COMPENSATION, ETC.

VENDORS ARE REQUIRED TO MAINTAIN CURRENT CERTIFICATES OF INSURANCE ON FILE WITH THE COUNTY OF VENTURA/PROCUREMENT SERVICES. "COUNTY OF VENTURA AND SPECIAL DISTRICTS" SHALL BE LISTED AS NAMED INSURED.

FAILURE TO MAINTAIN AND PROVIDE NEW CERTIFICATES FOR REQUIRED INSURANCE COVERAGES, WITHIN 30 DAYS OF EXPIRATION, WILL RESULT IN CANCELATION OF PURCHASE ORDER.

VENDOR IS HEREBY ADVISED NOT TO PROVIDE SERVICES TO THE COUNTY IF INSURANCE COVERAGE HAS EXPIRED.

ALL INVOICES MUST BE ITEMIZED AND CURRENT PURCHASE ORDER NUMBER MUST BE REFERENCED.

ADDITIONAL TERMS AND NOTICES LISTED AT [HTTPS://WWW.VENTURA.ORG/GENERAL-SERVICES-AGENCY/LEGAL-NOTICE](https://www.ventura.org/general-services-agency/legal-notice) ARE INCORPORATED AS PART OF THIS ORDER.

THE COUNTY OF VENTURA IS AN EQUAL OPPORTUNITY EMPLOYER. A COPY OF THE EQUAL EMPLOYMENT

MASTER AGREEMENT

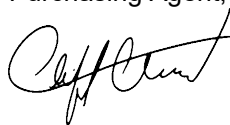
MASTER AGREEMENT NUMBER	PRINT DATE	FUNCTION/TYPE	NOT TO EXCEED
TRYFACTAINC0FY24MA01	10/10/23	New	\$200,000.00

OPPORTUNITY PLAN IS AVAILABLE AT [HTTPS://HR.VENTURA.ORG](https://hr.ventura.org) OR BY CONTACTING HUMAN RESOURCES AT (805)654-5129.

LINE ITEM TOTAL: \$200,000.00

VENDOR - READ IMPORTANT - THE TERMS INCLUDED WITH THIS MASTER AGREEMENT AND THOSE SET FORTH IN OUR BID OR QUOTATION, AND/OR INCORPORATED HEREIN, BY REFERENCE, BECOME PART OF THIS ORDER

Cliff Chroust
Purchasing Agent, County of Ventura




COUNTY OF VENTURA MASTER AGREEMENT General Conditions

1. **INVOICING.** Upon submission of itemized invoices, payment shall be made at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (less deductions, if any) as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent/Procurement Services Manager.
2. **SUBSTITUTIONS.** Substitutions, changes, and articles other than specified, must be authorized in writing by the Purchasing Agent/Procurement Services Manager.
3. **COMPLIANCE.** All items supplied shall comply with all applicable Federal and State Occupational Safety and Health Laws, Standards, and Regulations.
4. **PRODUCT LIABILITY.** The vendor certifies to having insurance covering product liability should malfunction occur causing injury.
5. **F.E.T. EXEMPTION.** Ventura County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **SALES TAX NOT INCLUDED.** Unless otherwise definitely specified, the prices stated herein do not include California sales and use tax. The County of Ventura is subject to California State sales and use tax. If you are licensed to collect this tax, include it on your invoice.
7. **DEFAULT BY VENDOR.** The County reserves the right to cancel an order if goods are not delivered as directed and within the time specified. In case of default by the vendor, the County of Ventura may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or Master Agreement and actual cost thereof to the County of Ventura. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent/Procurement Services Manager.
8. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE.** No charge will be accepted for packing, boxing, or cartage, except as specified on the face of this Master Agreement. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
9. **TITLE.** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
10. **CHANGES WITHOUT NOTICE PROHIBITED.** No changes in price, quantity or merchandise will be recognized or accepted by the County of Ventura without written notice of acceptance by the Purchasing Agent/Procurement Services Manager.
11. **PATENT AND COPYRIGHT PROTECTION.** The vendor shall hold the County of Ventura, its officers, agents, servants and employees harmless and indemnify it from liability of any nature or kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this MA, and agrees to defend, at vendor's own expense, any and all actions brought against the County of Ventura or vendor because of the unauthorized use of such articles.
12. **FAILURE TO PERFORM.** In the event the vendor fails to perform within the time specified, if any, or if no time is specified, within a reasonable time after placement of an order as determined by the Purchasing Agent/Procurement Services Manager, he may, by written notice, cancel the order, or accept the goods and, in either event, may hold the vendor liable for any damages or detriment caused County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent/Procurement Services Manager.
13. **ASSIGNMENT.** This contract is not assignable by contractor, either in whole or in part, without the prior written approval of the Purchasing Agent/Procurement Services Manager of the County of Ventura.
14. **APPLICABILITY TO HEIRS.** Time is of the essence of each and all the provisions of this agreement, and subject to the limitations of Paragraph 9, the provisions of this Master Agreement shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
15. **ALL UNDERSTANDINGS IN WRITING.** It is mutually understood and agreed that no alteration or variation of terms of this MA shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
16. **FORCE MAJEURE.** The vendor will not be held liable for failure or delay in the fulfillment of conditions of Master Agreement if hindered or prevented by fire, strikes, or Acts of God.
17. **CASH DISCOUNTS.** In connection with any cash discount specified on this MA, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received by the ordering agency if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
18. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and/or work covered by this MA shall be at the risk of VENDOR alone. VENDOR agrees to defend, indemnify and save harmless the COUNTY of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits (whether against VENDOR, COUNTY of Ventura or others), judgements, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations of this MA or undertaken or out of operations conducted or subsidized in whole or in part by VENDOR, save and except claims or litigations arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY of Ventura.