EXHIBIT A: REVISIONS TO STANDARD AGREEMENT

The following modifications and revisions to the County of Monterey's standard agreement template are set forth below and incorporated as though set forth within the Agreement.

Section 3.02: This section is struck from the Agreement, and is replaced entirely with the following:

> *"Each party reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately."*

Section 6.01: This section is struck from the Agreement, and is replaced entirely with the following:

> *"Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any maximum amount of dollars to be spent under this Agreement, but the County does agree to the minimum spend as addressed in Section 4.01 of the Agreement."*

Section 7.01: This section is struck from the Agreement, and is replaced entirely with the following:

> *"During the term of this Agreement, each party may terminate the Agreement for any reason by giving written notice of termination to the other at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination."*

Section 7.02: This section is struck from the Agreement, and is replaced entirely with the following:

> *"Each party may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other. "Good cause" includes the failure of the other to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR."*

Section 8.01: This section is struck from the Agreement, and is replaced entirely with the following:

> *"Section 8.01 of the Agreement is replaced with Section 12.01 of Exhibit B to the Agreement (the "UltimateContacts Agreement")."*

Section 9.04: The fourth paragraph of Section 9.04, which begins "Prior to the execution of this Agreement by the County…" is struck from the Agreement, and is replaced entirely with the following:

> *"CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the*

CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall provide a certificate of insurance upon County's request within five (5) days."

Section 10.01: This section is struck from the Agreement, and is replaced entirely with the following:

"Confidentiality. CONTRACTOR and County and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless the County specifically permit the disclosure of such records, and County shall not disclose any confidential records or other confidential information received from CONTRACTOR prepared in connection with the performance of this Agreement, unless the CONTRACTOR specifically permit the disclosure of such records – unless such disclosure is required of either party by law. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records of information, and County shall promptly transmit to CONTRACTOR any and all requests for disclosure of any such confidential records of information. CONTRACTOR and County shall not use any confidential information gained by them in the performance of this Agreement except for the sole purpose of carrying out their obligations under this Agreement."

Section 12.01: This section is struck from the Agreement, and is replaced entirely with the following:

"If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state of federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR."