

**AMENDMENT NUMBER 1
TO CONTRACTUAL AGREEMENT A-07625 AND
TO ADDENDUM SOFTWARE UPGRADE MPTS2000+ BETWEEN
COUNTY OF MONTEREY AND MEGABYTE SYSTEMS INC**

THIS AMENDMENT NO. 1 is made to the Contractual Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ (hereinafter referred to as "MPTS2000+") dated July 1, 2007, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and MEGABYTE Systems Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor wish to amend A-07625 and MPTS2000+ (hereinafter jointly referred together as "Agreement") to modify the scope of work to be performed and the due dates for that performance;

NOW, THEREFORE, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. The applicable Scope of Work for MPTS2000+ for the period beginning on July 1, 2011, until June 30, 2012, shall be as set forth in the Attached Exhibit A-2011, which specifically sets forth in italics the new, additional, and different work to be performed from the previous scope of work of the Agreement.
2. The applicable "Payment for Services Rendered" for MPTS2000+ for the period beginning on July 1, 2011, until June 30, 2012, shall be as set forth in the Attached Exhibit B-2011.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below.

MONTEREY COUNTY

Stephen L. Uy 5-2-11
Chair, Board of Supervisors
Assessor, County Clerk - Recorder

Dated 5-2-11

MEGABYTE

By *Sharon A. Zachte*
Company Representative

Printed Name SHARON A ZACHTE

Dated 04.11.11

APPROVED AS TO FORM:
COUNTY COUNSEL

[Signature] 5-2-11
By: Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS
- Diagnosis of application problems and suggested solutions
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel
- New State mandated change to the application
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary
- *MPTS application training classes:*
 - *Web training classes*
 - *Training materials will be posted on the Megabyte website*
 - *Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)*
- *Roll turnover & roll over support to accommodate County off-hour support if desired:*
 - *Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)*
 - *Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.*
 - *Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte at option of the County. However, main responsibility for backups of the 601 roll and related backups are County responsibility*
 - *Assistance with balancing*
 - *Assistance with producing fixes (i.e. mass roll changes) to correct failures whether due to County or Megabyte error*
- *Several significant enhancements will be made to the system at no additional charge as follows:*
 - *Workflow*
 - *Appraisal Suite*
 - *Direct sale enrollment*
 - *Trees & vines*
 - *Cashiering for Tax Collector with upgrade to Heartland*
 - *Document Imaging for Auditor / Tax Collector (already completed and installed)*

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine)
- General SQL maintenance
- Monitoring of SQL logs for errors and corrective action
- Daily batch job monitoring and fixes/notification of failures
- Scheduling of overnight jobs
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County)
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support

Work. Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571M, 571A and 571F personal property forms via the Internet.
- Features Include:
- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

Price. The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "B".

MPTS Web Enhancements/Services Maintenance

Work. Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name only appears, not address.

Prior Year Tax Bill

- Prior Year (previous year only) Taxbill available online via Tax Collector public access site.

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependant on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependant on the amount of online history stored the County).
- Customization of displayed data.

Grant of License. Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

Price. The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "B".

Term. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The Annual support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Annual Rates
7/1/2011 – 6/30/2012	MPTS Property Tax System Maintenance/Support (SQL Server database support included)	\$286,755.62
7/1/2011 – 6/30/2012	Online Business Property Filing Maintenance/Support for Assessor	\$2,667.56
7/1/2011 – 6/30/2012	Web: Public Version for Assessor and Tax Collector Prior Year (previous year only) Tax Bill online for Tax Collector	\$4,647.00 \$ 250.00
7/1/2011 – 6/30/2012	Web: Agency Version for Assessor and Tax Collector	\$11,618.00
Total		\$305,938.18

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

AMENDMENT #2 TO CONTRACTUAL AGREEMENT A-07625
BETWEEN

COUNTY OF MONTEREY & MEGABYTE SYSTEMS INC

THIS AMENDMENT #2 is made to the Contractual Agreement A-07625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000- (hereinafter referred to as "MPTS2000") dated July 1, 2007, by and between MEGABYTE Systems Inc., hereinafter referred to as "Contractor", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County". The Effective Date of this Amendment #2 is October 20, 2011.

WHEREAS, the County and Contractor wish to amend A-07625 and MPTS2000 (hereinafter jointly referred together as "Agreement") to modify the scope of work to be performed by adding an additional module for the County Clerk of the Board;

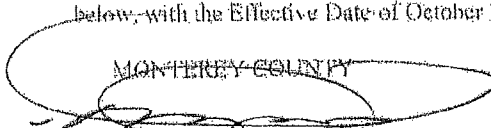
NOW THEREFORE, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. The applicable Scope of Work for the additional module for the Clerk of the Board of Supervisors shall be as set forth in the Attached Exhibit A2.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
3. A copy of the Amendment #2 shall be attached to the original Agreement A-07625 dated April 28, 1998 as well as its Addendum dated July 1, 2007.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below, with the Effective Date of October 20, 2011.

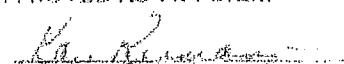
MONTEREY COUNTY

Re-signed


Contracts/Purchasing Officer

Dated 11-9-12

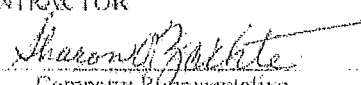
APPROVED AS TO FORM:


Deputy County Counsel

Dated 10/20/11

Megabyte Systems Inc
Amendment #2 to Agreement A-07625
Dated: October 20, 2011

CONTRACTOR

By 
Company Representative

Printed Name SHARON A ZACHTE

Dated 10/29/2011

Reviewed  into final provisions

Auditor-Controller
County of Monterey

11-20-12

MEGABYTE SYSTEMS, INC.
Clerk of the Board/Assessment Appeals

This Clerk of the Board/Assessment Appeals Agreement is by and between the County of Monterey hereinafter referred to as the "County" and Megabyte Systems, Inc hereinafter referred to as "Contractor".

This Agreement is considered an addendum to the existing MPTS Property Tax System Maintenance Agreement A-07625 currently in effect between County and Contractor.

System Features. The following features shall be available with the Clerk of the Board/Assessment Appeals Module.

Web based Appeals Filing:

- Ability to Interface to County's Tax Roll System
- Ability to Validate all information interactively
- E-mail integration ability
- Integrated Imaging ability
- Ability to create PDF Applications
- Ability to Validate appeal filing dates

Hearing Processing:

- Appeals Board Definition
- Ability to create Hearing Schedules and Confirmation requests
- Ability to enter Hearing Results
- Ability to create Appeals Board Agenda
- Ability to create Appeals Board Minutes
- Ability to generate Auditor Report for roll changes

Reporting Capabilities:

- Application Ageing
- Application Detail
- Application Summary
- Applications by Assessment District
- CBOE Annual Statistical Reports
- Mailing Labels
- Reports may be selected by:
 - ❖ Assessment Range
 - ❖ Group ID
 - ❖ Assessment Value Range

Megabyte Systems Inc
Amendment #2 to Agreement A-07625
Dated: October 20, 2011

- ❖ Roll Year
- ❖ Application Status
- ❖ Filing Date
- ❖ Agent or Applicant
- ❖ Appeal ID
- ❖ Hearing Date
- ❖ Mailing Address
- ❖ Status Date
- Reports shall be parameter based allowing saving and reuse of parameters

System Features:

- Ability to assign notes for event tracking
- Ability to assign Applications to "Groups" for processing

Status Tracking:

The following status events shall be tracked in the Assessment Appeals Process. County shall have the ability to create custom events which can be added to handle desired work-flow events by the Clerk of the Board and Assessor's offices.

- Filing an Appeal
 - ❖ Submitted (Submitted via the web but not accepted by the COB)
 - ❖ Returned (Submitted but returned for correction)
 - ❖ Paid (An appeal fee has been paid)
 - ❖ Appeal (An appeal has been "Returned" but applicant wants hearing with Appeal Board)
 - ❖ Filed (Appeal accepted by the COB as being filed)
- Withdrawn
 - ❖ Withdrawn (Applicant requested)
 - ❖ Withdraw-Apr (Appraiser/Assessor approved withdrawal request)
- Stipulation
 - ❖ Stipulation (Agreed upon with applicant)
 - ❖ Stipulation-Asr (Agreed upon by Assessor)
 - ❖ Stipulation-CC (Agreed/reviewed by County Counsel)
- Hearing Scheduling
 - ❖ Hearing (A hearing has been scheduled)
 - ❖ Confirmation (A hearing has been confirmed by the applicant)
 - ❖ Waiver (The applicant has signed/agreed to a 2-year waiver)
 - ❖ Postponement (The hearing date has been postponed)
- Appeals Board
 - ❖ Sustained (Assessor's value has been sustained)
 - ❖ Increased (The Roll value has been increased)
 - ❖ Decreased (The Roll value has been reduced)

Megabyte Systems Inc
 Amendment #2 to Agreement A-07625
 Dated: October 20, 2011

**AMENEDMENT No. 3 to the MPTS MAINTENANCE AGREEMENT
(A-07625) between MEBABYTE SYSTEM INC and the County of
Monterey**

THIS AMENDMENT NO. 3, is made to the Contractual Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ dated July 1, 2007, as it has been subject to Amendment Nos. 1 and 2, combined referred to herein as "Agreement", between Megabyte Systems Inc., hereinafter referred to as "Contractor", and the County of Monterey, hereinafter referred to as "County".

WHEREAS, County and CONTRACTOR wishes to amend the Agreement to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2012-2013 at a 3.5% increase from the current annual rate.

NOW THEREFORE, County and CONTRACTOR agree to amend the Agreement as follows:

1. The term of the maintenance and support services shall be extended for an additional year through and including June 30, 2013. For the maintenance and support between July 1, 2012 and June 30, 2013, the payment rates for services performed by Contractor shall be amended as set forth in the attached Exhibit 2012/13-A to this Amendment No. 3.
2. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 3 and its Exhibit 2012/13-A shall be affixed to the original Agreement as it may have been amended to date.

IN WITNESS WHEREOF, The parties have executed the Amendment on the day and year written below,

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer
Date: 6-13-12

MEGABYTE

By: [Signature]
Company Representative

Print Name: SHARON ZACHTE

Title: PRESIDENT.

Date: 06-08-12

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel
Date: 6-13-12

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey

11-20-12

AMENDMENT No. 3 - EXHIBIT 2012/13A



2012/2013 MPTS Maintenance Rates

01/12/12

Monterey County:

The following rates are effective from July 1, 2012 thru June 30, 2013. These rates reflect an increase of 3.5% in accordance with Pacific Cities and U.S. City Average Consumer Price Index.

2012/2013 Rates	
MPTS Property Tax System Maintenance	\$296,792.07 annual charge
Online Business Property Filing Maintenance/Support	\$2,760.93 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 4,809.66 annual charge
Agency Web – Assessor / Tax Collector Modules	\$12,024.17 annual charge
Tax Collector – Prior Year (previous year only) Taxbill Online	\$ 258.75 annual charge
Clerk of the Board / Assessment Appeals Licensing & Support	\$10,000.00 annual charge

AMENDMENT No. 4 to the MPTS MAINTENANCE AGREEMENT
(A-07625) between MEGABYTE SYSTEMS, INC. and the County of
Monterey

THIS AMENDMENT No. 4, is made to the Contractual Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ dated July 1, 2007, as it had been subject to Amendment Nos. 1, 2, and 3, combined referred to herein as "Agreement", between Megabyte Systems, Inc., hereinafter referred to as "Contractor", and the County of Monterey, hereinafter referred to as "County".

WHEREAS, COUNTY and CONTRACTOR wishes to amend the Agreement to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2013-2014 at a 1.7% cost of living increase from the current annual rate.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The term of the maintenance and support services shall be extended for an additional year through and including June 30, 2014. For the maintenance and support between July 1, 2013 and June 30, 2014, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in the attached Exhibit 2013/14A to this Amendment No. 4.
2. Effective July 1, 2013, and for the remainder of the term of the Agreement, the Scope of Work shall be replaced in its entirety with the Scope of Work Exhibit 2013/14B, attached to this Amendment No. 4.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 4 and its Exhibit 2013/14A shall be affixed to the original Agreement as it may have been amended to date.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below,

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 7-1-13

MEGABYTE

By: [Signature]
Company Representative

Print Name: SHARON A ZACHTE

Title: PRESIDENT

Date: 4-19-13

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

Date: 5-2-13

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

5-3-13

Amendment No. 4 - Exhibit 2013/14A



FY-2013/2014 MPTS Maintenance Rates

02/05/13

Monterey County:

The following rates are effective from July 1, 2013 thru June 30, 2014. These rates reflect an increase of 1.7%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2012.

FY-2013/2014 Rates	
MPTS Property Tax System Maintenance	\$301,837.54 annual charge
Online Business Property Filing Maintenance/Support	\$2,807.87 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 4,891.42 annual charge
Agency Web – Assessor / Tax Collector Modules	\$12,228.58 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 500.00 annual charge

Amendment No. 4 - Exhibit 2013/14B

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
 - Workflow for Assessor.
 - Appraisal Suite for Assessor.
 - Direct sale enrollment for certain property transfers.
 - Trees & vines data capture and assessment.
 - Cashiering for Tax Collector with upgrade to Heartland
 - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- Windows Server printer setup and documentation.
- Monitor disk space on Windows Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571M, 571A and 571F personal property forms via the Internet.
- Features Include:
 - Previous year costs and net change
 - View/Print of completed form(s)
 - Extraction of data for web access
 - Audit reports

- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

Price. The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Amendment No. 4 Exhibit 2013/14A.

MPTS Web Enhancements/Services Maintenance

Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name or Address only may be selected to appear (as determined by County), not both.
- Tax Collector Function – Prior year (previous year only) View/Print Taxbill online (this feature is an additional \$500 annually, included in price specified in Amendment No. 4 Exhibit 2013/14A.).

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependant on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependant on the amount of online history stored the County).
- Customization of displayed data.

Grant of License. Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

Price. The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Amendment No. 4 Exhibit 2013/14A.

Term. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.

**AMENDMENT No. 5 to the MPTS MAINTENANCE AGREEMENT
(A-07625) between MEGABYTE SYSTEMS, INC. and the COUNTY OF
MONTEREY**

THIS AMENDMENT No. 5, is made to Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ dated July 1, 2007, as it had been subject to Amendment Nos. 1, 2, 3, and 4, combined referred to herein as "Agreement", between Megabyte Systems, Inc., hereinafter referred to as "Contractor", and the County of Monterey, hereinafter referred to as "County".

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to include an additional module for Transient Occupancy Tax (TOT) administration and collection for the Treasurer-Tax Collector Office of COUNTY.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement to supplement the scope of work as follows:

1. The scope for work for the TOT module is as defined in the attached Exhibit 2013/14C to this Amendment No. 5, supplements but does not replace the Agreement Scope of Work. The term of the TOT module will follow that of the underlying Agreement, to continue as long as annual maintenance fees are paid. County shall pay the initial and annual maintenance fees as set forth in the Exhibit 2013/14C, not to exceed \$20,000 for the first year and \$3,000 annually thereafter.
2. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 5 and its Exhibit 2013/14C shall be affixed to the original Agreement as it may have been amended to date.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below,

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 24 June 2013

MEGABYTE

By: 
Company Representative

Print Name: SHARON A ZANTE

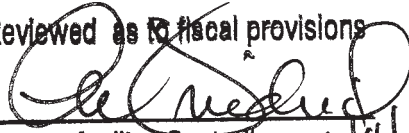
Title: PRESIDENT

Date: 05.29.13

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 6/4/13

Reviewed as to fiscal provisions

Auditor-Controller 6/4/13
County of Monterey

Amendment NO. 5 to Megabytes/County Agreement NO. A-07625; Exhibit 2013/14C attached

Megabyte Systems, Inc
MPTS Transient Occupancy Tax Module (TOT)

This Addendum is by and between the County of Monterey, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This is considered to be an addendum to the existing MPTS Maintenance Agreement (A-07627), in effect between County and Contractor, dated July 1, 2012.
2. **Grant of License and Ownership.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the MPTS Transient Occupancy Tax Module, hereinafter referred to as TOT.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the TOT software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.

3. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual licensing and maintenance fee is paid to Contractor by County.
4. **Services to Provided.** Contractor shall provide the following:

The TOT module is designed to provide the County with the ability to manage the different processes involved in collecting TOT as mandated by legislation. The key processes are:

- Registration
- Reporting / Collection
- Audit
- Allocation
- Reporting

There will be both a Windows and a Web component to the system. The majority of tasks will be done through Windows, but the Reporting and Collection will also be available through the Web. Payments on the Web will be made through the County's preferred Payment Provider (either Heartland or OPay). Accuracy of amounts owed will be increased through the elimination of manual calculations during reporting.

The system will allow flexibility in the management of operators / owners, allowing a change in the information of an operator or owner to reflect through all their properties. Rates will be maintained in a way that allows the County the ability to adjust rates at any point in time. Similarly, the County will have flexibility in how it allocates funds collected.

Information and the results of Audits will be stored in the system, and the County will have the ability to track when it sent out a notice. An inquiry screen will be available so that status of each property will be easily viewed.

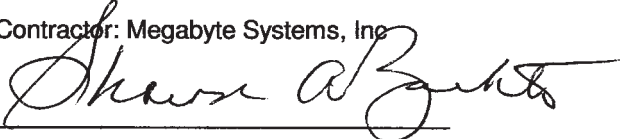
A robust reporting / search screen has been developed to allow the County to view / report on any information required.

The TOT system will provide all the Megabyte Property Tax System features including: ImageViewer, Standard Notes, Generic Find, and printing.

6. **Security.** TOT will utilize Microsoft security libraries or custom libraries to take care of application security. AntiXSS library will be used to validate XSS, URL param validation. For injection, a custom module has been written, AntiXSS will be utilized. Custom encryption in Delphi web services will also be utilized to validate the calls, as another layer of security. Embedded security features will address the issues itemized below.
 - Injection
 - Cross-Site Scripting (XSS)
 - Broken Authentication and Session Management
 - Insecure Direct Object References
 - Cross-Site Request Forgery (CSRF)
 - Security Misconfiguration
 - Insecure Cryptographic Storage
 - Failure to Restrict URL Access
 - Insufficient Transport Layer Protection
 - Unvalidated Redirects and Forwards
7. **Price.** County shall pay Contractor \$15,000 through June 30, 2013 for the design phase, a further \$5,000 will be due after July 1, 2013, upon system acceptance by the County.
8. **Annual Licensing and Maintenance Fee.** An Annual licensing and Maintenance fee will begin, and be due July 1, 2014. For July 1, 2014 through June 30, 2015 the annual fee shall be \$3,000. The annual Licensing and maintenance fee may be increased 7/1 of any given year, provided 60 days notice is given to the County.
9. **Communication.** County shall provide, at it's own expense, access to Contractor via the Web, at acceptable speeds (County minimum of T1 or business DSL speed).
10. **Termination.** County or Contractor may terminate this Support agreement with 60 days written notice. This Agreement may be terminated without affecting the MPTS Maintenance Agreement. All other terms and conditions specified in the MPTS Maintenance Agreement (A-07627), in effect between County and Contractor shall apply.

County of Monterey

Contractor: Megabyte Systems, Inc



AMENDMENT No. 6 to the MPTS MAINTENANCE AGREEMENT
(A-07625) between MEGABYTE SYSTEMS, INC. and the County of
Monterey

THIS AMENDMENT No. 6, is made to the Contractual Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ dated July 1, 2007, as it had been subject to Amendment Nos. 1, 2, 3, 4, and 5, combined referred to herein as "Agreement", between Megabyte Systems, Inc., hereinafter referred to as "Contractor", and the County of Monterey, hereinafter referred to as "County".

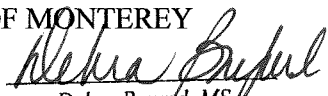
WHEREAS, COUNTY and CONTRACTOR wishes to amend the Agreement to include an OBPF upgrade for increased data communication and security for the Assessor's Office of COUNTY.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement to upgrade the scope of work as follows:

1. The scope of work for the OBPF upgrade is defined in the attached Exhibit 2013/14D to this Amendment No. 6, upgrade supplements but does not replace the Agreement Scope of Work. The term of OBPF upgrade maintenance will match that of the underlying Agreement, to continue as long as annual maintenance fees are paid in addition to the other fees set forth in the Agreement, for the OBPF upgrade installation and subsequent annual maintenance, County shall, on or before June 30, 2014, pre-pay the initial installation for the first year of annual maintenance fees as set forth in the Exhibit 2013/14D, not to exceed \$18,000 for the fiscal year 2014-15, and \$3,000 in annual maintenance fees annually thereafter. The total fiscal obligation under this Agreement for the fiscal year 2013-14 shall not exceed \$ 363,265.41.
2. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 6 and its Exhibit 2013/14D shall be affixed to the original Agreement as it may have been amended to date.


IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below,

COUNTY OF MONTEREY

By: 
Debra Bayard, MS
Contracts/Purchasing Officer
County of Monterey

Date: 6/24/14

MEGABYTE

By: 
Company Representative

Print Name: SHARON A. ZACHTE

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 5-20-14

Title: PRESIDENT

Date: 5-14-14

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey 5-20-14

Megabyte Systems, Inc.
OBPF Upgrade

This Addendum is by and between the County of Monterey, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID# 77-0547969.

1. This is considered to be an addendum to the existing MPTS Maintenance Agreement (A-07625), in effect between County and Contractor, dated July 1, 2007.
2. **Service to be provided.** Contractor shall provide the following:

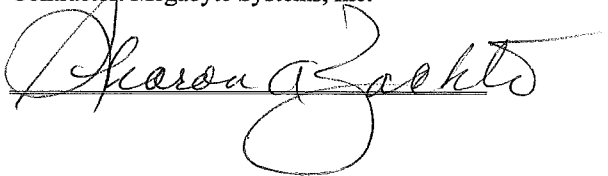
The OBPF application upgrade will be developed to utilize the following features:

- Intuitive, easy to navigate interface with screens that image the BOE-571 forms
- Replace older Delphi web services with newer WCF services to communicate with County DB server
- Faster data communication with county server using latest WCF technologies
- Tighter security data communication with County servers
- NSA approved AES 256 bit encryption
- Update to latest .net framework 4.5, C# and ASP.net
- Optimize the app to latest browsers
- Update PDF modules to latest standards

The OBPF upgrade version will be made available for the 2015 filing year. The installation of this product will be performed by Contractor.

3. **Grant of License and Ownership.** The source code/programs shall remain the property of Contractor.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual licensing and maintenance fee is paid to Contractor by County.
5. **Price.** County shall pay Contractor \$18,000 for installation and the first year of support to be made available to County on July 1, 2014.
6. **Annual Licensing and Maintenance Fee.** An annual license and support fee will begin, and become due July 1, 2014. For July 1, 2015 through June 30, 2016 the annual fee shall be \$3,000. Thereafter, the annual licensing and support fee may be subject to increase July 1st of any given year consistent with the COLA adjustment to the underlying Agreement itself, provided a 60 days' notice is given to the County and an annual amendment to the Agreement.
7. **Termination.** County or Contractor may terminate this Support agreement with 60 days written notice. This Agreement may be terminated without affecting the MPTS Maintenance Agreement (A-07625). All other terms and conditions specified in the MPTS Maintenance Agreement (A-07625) in effect between County and Contractor shall apply.

Contractor: Megabyte Systems, Inc.



AMENDMENT No. 7 to the MPTS MAINTENANCE AGREEMENT
(A-07625) between MEGABYTE SYSTEMS, INC. and the County of
Monterey

THIS AMENDMENT No. 7, is made to the Contractual Agreement A-70625 (hereinafter referred to as "A-07625") dated April 28, 1998, and its Addendum, the Software Upgrade MPTS2000+ dated July 1, 2007, as it had been subject to Amendment Nos. 1, 2, 3, 4, 5, and 6, combined referred to herein as "Agreement", between Megabyte Systems, Inc., hereinafter referred to as "Contractor", and the County of Monterey, hereinafter referred to as "County".

WHEREAS, COUNTY and CONTRACTOR wishes to amend the Agreement to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2014-2015 at a 1.5% cost of living increase from the current annual rate.

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The term of the maintenance and support services as identified in the attached Exhibit 2014/15A shall be extended for an additional year through and including June 30, 2015. For the maintenance and support between July 1, 2014 and June 30, 2015, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in the attached Exhibit 2014/15A to this Amendment No. 7 (with the exception of the OBPF upgrade and associated annual maintenance). The total financial liability to the County for July 1, 2014 to June 30, 2015 pursuant to the terms of this Agreement shall not exceed \$330,098.87.
2. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 7 and its Exhibit 2014/15A shall be affixed to the original Agreement as it may have been amended to date.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below,

COUNTY OF MONTEREY

By: Debra Bayard, MS
Contracts/Purchasing Officer
County of Monterey

Date: 6/26/14

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

Date: 6-20-14

MEGABYTE

By: [Signature]
Company Representative

Print Name: SHARON A. ZACHTE

Title: PRESIDENT

Date: 05.14.14

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 5-20-14

AMENDMENT No. 7 - EXHIBIT 2014/15A



FY-2014/2015 MPTS Maintenance Rates

02/14/14

Monterey County:

The following rates are effective from July 1, 2014 thru June 30, 2015. These rates reflect an increase of 1.5%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2013.

FY-2014/2015 Rates	
MPTS Property Tax System Maintenance	\$306,365.10 annual charge
Online Business Property Filing Maintenance/Support	\$2,849.98 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 4,964.79 annual charge
Agency Web – Assessor / Tax Collector Modules	\$12,412.00 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 507.50 annual charge
Transient Occupancy Tax Module (TOT)	\$3,000.00 annual charge

Additional Consideration:

The OBPF upgrade is available for a one time fee of \$18,000 – Annual maintenance under the new OBPF system is \$3,000.