

EXHIBIT-A

To Agreement by and between

~~The County of Monterey~~, hereinafter referred to as "COUNTY"

AND

~~Evanced Solutions, LLC~~, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. *CONTRACTOR to provide purchased permanent and perpetual licenses for the use of web based Library software services consisting of 3 Evanced program modules - Spaces, Signup and Summer Reader. The three service modules provide meeting room bookings, events calendaring and management of Summer Reading programs relating to collecting and reporting statistics, in-house, mobile and online registration, reading and progress logging, prize management and distribution, drawings and mediated review.*
- b. The Evanced program will automate scheduling and program tracking processes and generate online reports and statistics that are critical for evaluating services, for completing State Library reports and for seeking supplemental grants and funds. It will also provide the public with online services they have come to expect of leading public libraries. COUNTY has evaluated the product modules encompassed in this Agreement and is satisfied that they meet the COUNTY's current needs.
- c. "Spaces" is a web based module that will provide an online interface between Library patrons and Library Staff in completing Meeting Room reservations and equipment booking. Patrons can monitor pending room and equipment requests and view their reservation histories. Patrons will be automatically notified about room request status and confirmations via email through the module. Reservations are currently handled manually by staff; "Spaces" will automate this process and facilitate more efficient work processes and improve customer service.
- d. "Sign up" is the second module of the license. This module is a calendaring and events software program enabling the Library to widely promote special programs and community meetings with detailed descriptions, photos and video. This service allows patrons to register online for upcoming Library

events on their own. With this service, the Library can market programs more effectively and monitor event and program participation. It also provides online reports and statistics used for State required Library statistics and program evaluation.

- e. The third module is "Summer Reader". This online service allows the Library to build engaging online reading programs that Monterey County patrons can access from anywhere at any time. This service provides online, mobile or in-house program registration and online reading logs. This service will provide tracking and management of registration, participation, and prize distribution and will produce detailed reports and statistics that are required for State Library Statistics.
- f. *CONTRACTOR to provide software hosting site and management of software by CONTRACTOR's Staff.*
- g. *CONTRACTOR to provide all software installation, hosting, backup and upgrade services on non-COUNTY servers. CONTRACTOR will make available customization tools, feeds, and associated modules for website integration.*
- h. *CONTRACTOR shall charge an annual maintenance fee of no more than \$2,700.00 (18% of the initial one time purchase price of \$15,000.00) for the maintenance of three modules (SignUp, Spaces, and Summer Reader) beginning on the start of Year 2 (April 1, 2016). The maintenance fee includes upgrades, customer support and online training. Annual maintenance fees after February 28, 2020, shall be as negotiated between CONTRACTOR and COUNTY, with CONTRACTOR providing at least 180 days prior notice of any proposed fee increase.*
- i. *CONTRACTOR shall provide free, live webinars and online training videos at no additional cost.*
- j. *CONTRACTOR shall provide technical and customer support response within five business days of verbal or written request from COUNTY Staff.*
- k. *CONTRACTOR will work with Monterey County Free Libraries' Staff to complete worksheets and facilitate the COUNTY's test of the system built and installed by CONTRACTOR for MCFL.*
- l. *Upon purchase of Concierge Implementation optional service, CONTRACTOR shall provide work to set up and test authentication.*

- m. Upon purchase of Concierge Implementation, COUNTY shall inform CONTRACTOR of its determination of the amount of time required to launch the software, ranging from a period of 8 weeks and not to exceed ten (10) weeks.
- n. CONTRACTOR to provide notification to COUNTY of any change in ownership of organization or corporate mergers at least 30 days prior to event.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay a one-time payment of \$15,000.00, for a permanent perpetual license to utilize the Evanced software set forth above, due upon signing (net of thirty days), for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work during the term of the Agreement for the permanent perpetual license, which shall include the first year of maintenance and updates on the modules. Thereafter, effective on the anniversary of the Agreement, beginning on April 1, 2016, COUNTY shall pay an annual maintenance fee as stated below. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Purchase (Permanent Perpetual Licenses) with Evanced Hosting:

<u>Module</u>	Purchase Price:	\$15,000.00 (one-time cost)
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Annual Maintenance beginning April 1, 2016 (for four years)

Spaces	Inc.	
Sign Up	Inc.	
Summer Reader	Inc.	
Total Annual Maintenance Cost:	\$2,700.00	
Total Maintenance for term of Agreement:		<u>\$10,800.00</u>
The following Additional 'set up' fees apply:		
Authentication:		\$ 750.00 (one-time cost)
Authentication Annual Maintenance	\$ 157.50	
Total Authentication fees for term of Agreement		\$ 628.00
Concierge Implementation (for Sign up & Spaces):		<u>\$ 650.00</u> (one-time cost)

Total County Fiscal Liability Exposure (to 2020): \$27,828.00

Annual Maintenance fee is waived for the first year of the Agreement, but, beginning at the start of Year 2, date of which is the anniversary of the signing date of the contract, deemed to be April 2015, is charged at the above-indicated rate and includes all upgrades,

customer support and online training. Discounts for multiple modules are reflected in the above-indicated purchase price and stated annual maintenance fee.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

Optional Services:

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment of maintenance fee may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the maintenance fee component of the Agreement, payment at conclusion of the Agreement, etc.

Terms and Conditions of Termination and Refunds:

1. Prior to launch: Sixty (60) days after kickoff of Concierge Implementation Service; one hundred (100%) refund minus direct expenses incurred by Evanced Solutions, charged at \$75 per hour;
2. After launch: Pro-rated refund based on unused portion and direct expenses. The cost of purchase will be divided equally across the year, plus direct expenses incurred by Evanced Solutions, charged at \$75 per hour. Hosting fees will also be divided equally for refund. One year after purchase, there is no refund of initial software cost or annual hosting fees. Maintenance fee is canceled and the library discontinues use of the software at any time. County may, in its sole discretion, withhold payments claimed by CONTRACTOR for maintenance services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

C. ADDITIONAL TERMS

C.1. WARRANTY

Contractor expressly warrants that the licensed property, as delivered and installed, shall perform in accordance with the specifications contained in the then current documentation supplied by Contractor to County that relate to the version of the licensed property delivered by Contractor to County.

C.2. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless County and its directors, officers, agents, employees, members, subsidiaries and successors-in-interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of (a) any claim by a third party that County authorized use of Licensed Programs infringes a third party's patent, copyright, trademark, trade secret or other intellectual property rights or (b) Contractor's negligence, breach of this Agreement or breach of any applicable law in connection with its performance under this Agreement (collectively, "Claim(s)"), including the payment of all amounts that a court or arbitrator finally awards or that Contractor agrees to in settlement of any Claim(s) as well as any and all reasonable expenses or charges as they are incurred by County or any other party indemnified under this Section in cooperating in the defense of any Claim(s). County agrees to (i) give Contractor prompt written notice of such Claim; and (ii) allow Contractor to control, and fully cooperate with Contractor in, the defense and all related negotiations. Contractor shall not enter into any stipulated judgment or settlement that purports to bind County without County's express written consent, which shall not be unreasonably withheld or delayed. If Licensed Programs becomes or is likely to become the subject of an infringement Claim, then, in addition to defending the Claim and paying any damages and attorneys' fees as required above, Contractor shall, at its option and in its sole discretion, either (A) promptly replace or modify Licensed Programs, without loss of material functionality or performance, to make it non-infringing or (B) promptly procure for County the right to continue using Licensed Programs pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by Contractor. If after using commercially reasonable efforts Contractor fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, County shall have the right to terminate this Agreement with no further liability to Contractor, and Contractor shall refund to County all sums paid by County for the infringing Licensed Programs.