

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: _____
Contracts/Purchasing Officer

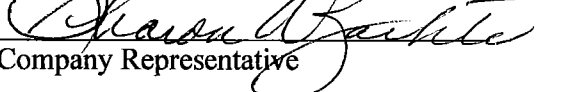
Date: _____

APPROVED AS TO FORM:

By:  _____
Deputy County Counsel

Date: 5-20-14

MEGABYTE

By:  _____
Company Representative

Print Name: SHARON A. ZACHITE

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.

