

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: _____

MEGABYTE

By: Sharon A. Zachte
Company Representative

Print Name: SHARON A ZACHTE

Title: PRESIDENT

Date: 05.29.13

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

Date: 6/4/13

Reviewed as to fiscal provisions
[Signature]
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


