

Exhibit A
SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

PANORAMIC SOFTWARE CORPORATION

AND

MONTEREY COUNTY

This SOFTWARE MAINTENANCE AGREEMENT (Agreement) is entered into, by and between the MONTEREY COUNTY (**Customer**) and Panoramic Software Incorporated (PANOSOFT) for PANOSOFT's **PG-Pro Web** application software being used in the MONTEREY PUBLIC GUARDIAN

Subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. **TERM:** This agreement shall be effective for the period of **July 1, 2014 to June 30, 2017**.
2. **RENEWAL:** At the end of the term in item 1 above, this Agreement may be renewed by agreement of both parties and may be subject to new terms and conditions upon renewal. If **Customer** intends not to renew, notice of cancellation, in writing, must be provided at least thirty (30) days prior to the end of the effective period. If **PANOSOFT** is unwilling or unable to continue to provide the services as set forth in this Agreement, **Customer** will be notified in writing thereof at least 180 days prior to the renewal date.
3. **GENERAL MAINTENANCE SERVICES:** **PANOSOFT** will provide to **Customer** the following types of services under this Agreement on all week-days, Monday through Friday, from 8:30 to 4:30 Pacific Standard Time, excluding holidays:
 - (a) **Telephone Support:** **PANOSOFT** staff will be available to answer questions by telephone concerning **PG-Pro Web** application software.
 - (b) **Training Classes:** Software user training classes for **PG-Pro Web** will be offered from time to time by **PANOSOFT**. Training classes will be conducted at various locations to include **PANOSOFT's** corporate headquarters, at PG Association training conferences, and at **Customer's** sites. The timing and location of such classes shall be at the discretion of **PANOSOFT**.
 - (c) **Software Enhancements:** Updates to **PG-Pro Web** will be provided to fix application software errors and to improve ease of use and performance. Such updates may include changes necessary to meet federal, state, and county mandated requirements. All software enhancements will be provided at the discretion of **PANOSOFT**.
 - (e) **Error Correction:** An error is defined as any aspect of the software performance which does not conform substantially to the operation specified in the user documentation. **Customer** identified errors will be corrected and brought into conformance with the user documentation.

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(f) **Software Releases:** Software Enhancements and Error Corrections will be made available to **Customers** in Software Releases from time to time as considered necessary by **PANOSOFT**.

(g) **New Documentation Releases:** Documentation to accompany Software Enhancements will be provided when available.

(h) **Technical Services Bulletins:** **PANOSOFT** will provide Technical Services Bulletins to **Customers** from time to time. Such bulletins may include information concerning **PG-Pro Web** usage, third party software, and other matters considered relevant to **Customers** by **PANOSOFT**. Technical Services Bulletins will be issued at the discretion of **PANOSOFT**.

(i) **Daily posting of Automated Clearing House (ACH) transactions:** Panosoft will perform postings of ACH postings to the Financial Institution holding client funds and provide reconciliation forms of said postings.

4. **ADDITIONAL MAINTENANCE SERVICES:** **PANOSOFT** will provide additional maintenance services at an additional charge. **PANOSOFT** may require **Customer** authorization in writing and/or a **Customer** Purchase Order before any service which results in billable costs is performed. Additional Maintenance Services includes, but is not limited to, the following:

(a) **Additional Training:** Additional software training is available at **Customer** sites.

(b) **Data and Systems Corrections:** Data and Systems corrections include any corrective actions accomplished by **PANOSOFT** staff on-site or via in the web which are necessary due to **Customer** error(s) or unauthorized data access by **Customer**. Unauthorized data access by **Customer** is defined as any **Customer** editing or entering of data other than through normal system usage as described in the user documentation.

(c) **Customer Site Visits:** Visits to **Customer** sites requested by **Customer** for reasons such as, but not limited to: (1) additional system training on hardware or software usage; (2) resolution of system difficulties not resulting from actions by, or otherwise the responsibility of, **PANOSOFT** (as determined by mutual agreement between **PANOSOFT** and **Customer**); (3) installation of Software Releases;

(d) **New Software Modules:** Software Modules are developed to address areas of information management not currently or significantly addressed by **PG-Pro Web**. The License for any such New Software Modules will be available for **Customer** to purchase under separate contractual agreement with **PANOSOFT**.

(e) **Custom Programming:** Requests for supplemental programming or customization of system features will be available for **Customers**. Such requests will be reviewed by **PANOSOFT** and, if accepted for implementation by **PANOSOFT**, will be subject to the then current hourly programming rate.

5. **CUSTOMER SYSTEM RESPONSIBILITIES:** **Customer** is responsible for performing the following duties relating to the successful operation of **PG-Pro Web**.

(a) **System Operation:** System Operation is the general operation of **Customer's** desktop hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers and workstations).

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(b) **Customer Desktop Hardware Repair:** **Customer** is responsible for resolving all desktop hardware problems, reinstalling repaired equipment, and all other actions necessary to complete the repair process.

(c) **Software Maintenance Agreement:** This Agreement must be in effect for **Customer** to receive from **PANOSOFT** any of the services listed in this Agreement. Services listed in this Agreement will be unavailable to **Customers** who are not under a current Software Maintenance Agreement. In the event **Customer** discontinues this Agreement and subsequently desires to reinstate the Agreement in order to receive any of the services listed in this Agreement, **Customer** will be required to pay the normal monthly charge for all months during which service was discontinued before service will be reinstated.

6. **CHARGES TO CUSTOMERS:**

(a) **General Maintenance Services:** Support costs are; PG \$4,500.00 per month for a total of **\$54,000.00** per year for year one and year two, payable monthly in advance.

(b) **Additional Maintenance Services:** The rate for all Additional Maintenance Services is \$1,200.00 per day on-site, with a one-day minimum. Any travel costs will be billed to **CUSTOMER** in accordance with Monterey County travel policy.

(c) **Travel:** **CUSTOMER** will reimburse **PANOSOFT** for reasonable out of pocket expenses for airline tickets, car rentals, taxis, personal auto mileage (IRS mileage rates), lodging, meals, and incidental expenses per the Monterey County travel policy and per diem rates. **PANOSOFT** will provide copies of receipts when requesting reimbursement.

(d) **Customer Travel Costs:** All costs of **Customer** travel to **PANOSOFT** training classes, including but not limited to transportation, lodging, meals, and other travel expenses will be paid by **Customer**.

(e) **Taxes:** All maintenance charges under this Agreement are exclusive of any taxes legally imposed on the licensing, delivery, and use of **PG-Pro Web**. **Customer** shall pay, or reimburse **PANOSOFT**, for any such taxes, and **PANOSOFT** may add such taxes to the invoices submitted to **Customer** by **PANOSOFT**.

(f) **Changes in Charges:** **PANOSOFT** may change the charges for Maintenance Services upon 90 days written notice effective at the beginning of any maintenance period.

7. **PAYMENT:** **PANOSOFT** will invoice **Customer** for General Maintenance Service and Other Charges as follows:

(a) **General Maintenance:** **PANOSOFT** will invoice **Customer** in advance for each month payment due for General Maintenance Services during the term of the Agreement. Such invoices may include pro-rated charges for any General Maintenance Services provided prior to the invoice date. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor Controller shall pay the amount certified within 30 day of receiving the certified invoice. In addition, if any charges are not paid when due, **PANOSOFT** may, at its option, suspend performance hereunder until payment is made.

(b) **Other Charges:** **PANOSOFT** will invoice **Customer** for all other charges incurred. The

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 RM JP

Title: _____

Tim McCracken, Vice President

Date: _____

Date: 5/27/14

Schedule A
Fee and Payment Schedule

| Project Cost for Public Administrator/Guardian: | |
|---|---------------------------------------|
| Monthly Maintenance fee, Daily ACH transaction posting | \$ 4,500 |
| Additional Maintenance Service – On site | \$ 1,200 per day plus travel expenses |
| Additional Maintenance Service – Off-site | \$ 150 per hour |
| Total Contract amount for the period of July 01, 2014-June 30, 2017 | \$ 174,000 |