

## **EXHIBIT A**

### **SCOPE OF SERVICES/PAYMENT PROVISIONS**

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#### **I. Service Delivery Site**

The service delivery site will be the Monterey County Information Technology Department, 1590 Moffett St, Salinas, California 93905.

#### **II. Scope of Services**

The purpose of this contract is to reduce the County's carbon footprint, and the utility costs associated with running equipment such as personal computers. In order to assist the County in this effort, Dhaani Systems (CONTRACTOR) will license the DhanniStar software application to County, which will monitor patterns of computer usage in the County and then automatically manage computing devices so as to reduce power consumption. This service will be provided for up to 4,000 County computers and includes software installation and extended software support and maintenance.

#### **CONTRACTOR shall provide the following:**

- A. Perpetual license for use of the DhaaniStar software application to manage the energy consumption of up to 4,000 computer end points.
- B. A non-sub-licensable, nonexclusive right to use the DhaaniStar software application.
- C. One copy of the DhaaniStar software application to be used solely for back-up purposes.
- D. Upgrades and support for the DhanniStar software application as long as County is current on payment of agreed-upon service and maintenance charges
- E. CONTRACTOR will independently contract with PG&E to obtain a PG&E rebate. Should PG&E stop or reduce its rebate program, CONTRACTOR will not hold the County liable for, nor seek to recover from County, any loss of revenue it realizes as a result.
- F. The following levels of service in case of an "error" (defined as an issue with a the DhaaniStar software application which significantly degrades its performance, as compared to Contractor's performance specifications published in the DhaaniStar software application user documentation.)

Error Levels	Error Corrections
<b>Priority A:</b> an Error which renders a Product inoperative or causes such Product to fail catastrophically.	CONTRACTOR shall promptly commence the following procedures: (i) assign Contractor engineers to correct the Error; (ii) notify CONTRACTOR management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Licensee with periodic reports on the status of the corrections; and (iv) initiate work to provide Licensee with a Workaround or Fix. ("Fix" means the repair or replacement of object or executable code versions of a Product to remedy an Error.)
<b>Priority B</b> an Error which substantially	CONTRACTOR shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular Product maintenance release.

degrades the performance of a Product or materially restricts Licensee's use of such Product	
<u>Priority C</u> an Error which causes only a minor impact on the Licensee's use of a Product	CONTRACTOR may include the Fix for the Error in the next major release of the Product.

F. Telephone support to a single technical support County contact, or designated alternative County contact, concerning the installation and use of the then-current release of the DhaaniStar software application and the Previous Sequential Release; this telephone support will be provided during normal business hours of 8am to 5pm, Monday – Friday.

CONTRACTOR shall have no obligation to support: (i) altered or damaged DhaaniStar software application or any portion of the DhaaniStar software application incorporated with or into other software; (ii) DhaaniStar software application that is not the then current release or immediately Previous Sequential Release; (iii) DhaaniStar software application problems caused by County's negligence, abuse or misapplication, use of the DhaaniStar software application other than as specified in the CONTRACTOR's user manual or other causes beyond the control of CONTRACTOR; or (iv) DhaaniStar software application installed on any hardware that is not supported by CONTRACTOR. CONTRACTOR shall have no liability for any changes in County's hardware which may be necessary to use the DhaaniStar software application due to a Workaround or maintenance release.

**County shall provide the following:**

- A. Assign a primary point of contact to work with the CONTRACTOR during the term of this Project, as well as a designated alternate contact if the primary contact is unavailable.
- B. Remote access as needed by CONTRACTOR to provide software maintenance services as required by the County
- C. A Server, either physical or virtual, to install and operate the DhaaniStar software application
- D. Operating system licenses and maintenance updates as released by other Vendors.
- E. At no time (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the DhaaniStar software application (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the DhaaniStar software application for the benefit of any third party, or (iii) use the DhaaniStar software application, or allow the transfer, transmission, export, or re-export of the DhaaniStar software application, or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency. All the

limitations and restrictions on the use of the DhaaniStar software application in this Agreement also apply to DhaaniStar software application documentation.

### **III. Term of the Agreement**

The term of this Agreement shall be from November 18, 2015 to November 17, 2018, unless sooner terminated pursuant to the terms of this agreement.

### **IV. Payment Provisions**

- A. For the services described in this agreement the maximum obligation of the County will be \$198,400. The payment conditions as specified in section 6 of the body of this Agreement shall apply. The following table details the payment schedule under this agreement.

	Amount
November 18, 2015 -November 17, 2016 For initial installation and software maintenance and support	131,200
November 18, 2016 -November 17, 2017 For software maintenance and support	33,600
November 18, 2017 -November 17, 2018 For software maintenance and support	33,600
<b>Total Agreement Amount</b>	<b>198,400</b>

- B. CONTRACTOR agrees that in the event the County does not realize energy savings equal to or greater than \$131,200 by June 30, 2016, County will cancel the remaining two years of this agreement and that Contractor will refund all amounts previously paid by the County.

- C. Invoices shall be mailed to:

Monterey County Information Technology  
1590 Moffett Street  
Salinas, Ca. 93905  
Attn: Accounts Payable