

AMENDMENT #1
TO
COUNTY OF VENTURA CONTRACT #8955
WITH BRAINSHARP, INC.
FOR
SOFTWARE MAINTENANCE AND SUPPORT SERVICES

The County of Ventura (County) and Brainsharp, Inc. (Contractor) hereby agree that the agreement identified as County of Ventura Contract No. 8955, previously entered into by the parties, is amended, effective October 1, 2023 as follows:

1. The term is extended from October 1, 2023 through September 30, 2024.
2. Replace Exhibit A – Scope of Work with the attached Exhibit A – Scope of Work.
3. Replace Exhibit B – Fees and Payments with the attached Exhibit B – Fees and Payments.
4. All other terms and conditions remain the same.

COUNTY OF VENTURA

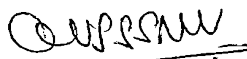

 Signature

Rory Aronsky
 Printed name

Senior Buyer
 Title

October 12, 2023
 Date

BRAINSHARP, INC.


 Authorized signature

Gadiraju (Gary) Varma
 Printed name

President/CEO
 Title

October 18, 2023
 Date

BRAINSHARP, INC.

 Authorized signature

 Printed name

 Title

 Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

ATTACHMENT A

SCOPE OF WORK

PROJECT: OASIS Software Maintenance and Support Services

CONTRACTOR: BRAINSHARP, INC.

Brainsharp will provide maintenance and support services consisting of application software fixes and application software modifications for Ventura County's OASIS System.

The maintenance and support services agreement for the OASIS system will be per the following terms:

1. Duration

The period of the agreement will be from October 1st, 2023, to September 30th, 2024.

2. Response times and SLA

All maintenance and support service requests will be classified into one of the following four possible categories: Critical, High, Medium, and Low.

- Critical issues are a complete loss of a process or a critical system component - these will need to be addressed immediately.
- High issues are a partial loss of a process or a system component - these either need to be addressed immediately or planned for an upcoming release update if there is a workaround.
- Medium issues are cases that cause some undesirable behavior - these may be planned for an upcoming or a future release update.
- Low defects are cases that are very minor - these may not be addressed at all.

The callback response times associated with the categories are as follows:

Category	Callback Response Time
Critical	Within 2 hours
High	Within 8 hours
Medium	24 hours or more
Low	24 hours or more

For Critical errors, defects, or malfunctions, Brainsharp shall use its best efforts to correct, fix, or patch the error, defect, or malfunction or provide a technically viable workaround. Brainsharp will continuously work on the Critical issue till it is resolved.

For all other problems, Brainsharp will use its reasonable effort to analyze the issue and provide a mutually acceptable timeframe to address the issue.

For Brainsharp to adhere to this SLA, the County of Ventura should:

- Inform Brainsharp about any operating, database, or network system updates and configuration changes
- Coordinate with Brainsharp regarding any system upgrades such as Operating System, SQL Server, and other third-party applications

- Ensure that County personnel assigned to work with Brainsharp are adequately trained to have the applicable knowledge to work with the system and software
- Have the appropriate County personnel available to work with Brainsharp even outside the norm 41 working hours including weekends and holidays when necessary
- Make timely management decisions when required such as handling escalations and mitigations
- Provide Brainsharp reliable remote access to application servers, databases including copies of the data when needed
- Deploy promptly Brainsharp-provided application/database patches, updates, and releases into production. Failure to do so could result in Brainsharp withholding subsequent updates due to release dependencies.

If it is determined that an outage or failure of a system component was due to an inadvertent or negligent action by the County resources, Brainsharp will not be responsible for any downtime that occurred during that period. The county may utilize Brainsharp's services to analyze and fix the issue on a time and material basis.

If the County staff and the Brainsharp developers cannot agree on the priority of the support service request, it will be escalated to the Brainsharp Customer Support Manager, who will in turn work with County Assessor management to come to an agreement.

All service requests will be logged by the County staff and tracked in the Issue Tracking System (e.g., Team Foundation Server) located at the County of Ventura. In the future when the development environment is no longer at the County of Ventura, the Issue Tracking System will be located at Brainsharp facilities.

3. Periodic updates

Brainsharp will provide fixes to OASIS via periodic release updates. The frequency of the software release updates will be on a need basis depending on the priority of the issues. The periodic software updates will include bug fixes.

If the County chooses to use Brainsharp services for reasonable enhancements to existing functionality and regulatory changes per the California R&T code, the periodic updates will also include those changes. The effort for reasonable application enhancements and regulatory changes will be limited to 1000 hours. Major enhancements to existing functionality, major regulatory changes, brand-new functionality, and new functional modules will not be covered under reasonable enhancements.

4. Roles and Responsibilities

The County of Ventura will be responsible for the daily operational and production support:

- The daily operational support includes executing and monitoring batch jobs, installation of software fixes and releases into various environments, updating application configurations, providing data scans, reviewing the application, database, and system error files, backing up and restoring databases and application software, managing batch input and parameters, generating, and distributing report output, and responding to user reported issues and coordinating user testing.
- The daily production support includes the investigation of application-related issues and malfunctions. It also includes issues related to application data, user input errors, and incorrect installation of data patches. This activity will also involve detailed data analysis and rectification via database patches. This does not include any system upgrades such as Operating System, SQL Server, and other third-party applications.

The County of Ventura will be the front-line support for all day-to-day operational and production issues and depending upon the support needed, will engage Brainsharp who will then work with the County to assess the situation, and determine the appropriate course of action, make fixes to the application, and provide the updates to the County.

Once the application software updates have been released and tested in the appropriate environments, the County of Ventura should promptly deploy them into Production.

For Brainsharp to work remotely, the County will need to maintain a high-speed internet connection capable of securely connecting Brainsharp desktops/servers to the County servers/desktops and provide access to and copies of application production data.

Brainsharp will be responsible for the application support and software maintenance:

- Application support includes technical support and diagnosis:
 - Provide secondary technical support
 - Analyze reported and reproducible errors in the Software
 - Analyze reported performance deficiencies of the Software
 - Perform remote troubleshooting
 - Provide installation assistance if required
- Software maintenance includes providing application fixes and patches:
 - Fix application issues
 - Make enhancements to existing features
 - Optimize application performance
 - Provide patches to the application
 - Provide updates to the application
 - Provide releases to the software
 - Supply new versions of the software

If Brainsharp works on a software incident or application issue that is attributable to a data-related issue or an inadvertent or negligent action by the County resources, the County should reimburse Brainsharp on a time and material basis.

If Brainsharp is required to train County personnel on the usage of the system and software, the County should reimburse Brainsharp on a time and material basis.

If Brainsharp installs the software and/or supports the installation of the software, the County should reimburse Brainsharp on a time and material basis.

5. Warranty

Brainsharp will make reasonable efforts to provide technical assistance and fix the issues. This agreement is only applicable to Brainsharp Software running under the Brainsharp-certified environments specified in the release notes for that product. Brainsharp will provide the same level of service throughout the term of this agreement. However, Brainsharp will discontinue and stop supporting software products or versions one year after discontinuance. Brainsharp will provide one year's notice in advance of the formal notice deprecation of software.

Any County changes to the Brainsharp Software will need to be submitted and approved by Brainsharp prior to implementation. Any unapproved changes to the Brainsharp Software are prohibited and may result in the cancellation of maintenance support from Brainsharp for the impacted modules.

The following warranty is in lieu of all other warranties, conditions or promises to the customer or any third party, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, or arising by statute, law, course of dealing, custom and practice or trade usage. Except as provided above, the services and maintenance are provided **'AS IS'**.

Brainsharp is not liable for incidental, special, or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if the County has advised of such a claim. Brainsharp's liability shall not exceed the fees that the County has paid under this agreement. The County agrees that the pricing for the services would be substantially higher but for these limitations.

Each invoice delivered to County by Brainsharp reflecting work that has been completed and accepted by County shall be due in thirty (30) calendar days and payable upon receipt thereof by County.

In the event the County fails to pay all or any portion of a delivered invoice on or before ninety (90) calendar days after the date the invoice becomes due, in addition to all other remedies Brainsharp has under this agreement or otherwise, Brainsharp shall have the option to suspend or terminate all services under this agreement. Suspension or termination of any such services shall not relieve the County of its obligation to pay its outstanding invoices.

If the County would like to use Brainsharp's services for items not covered under this agreement, it can do so under a separate Statement of Work (SOW). Brainsharp will perform an assessment of the work and provide the estimates to the County. The County can utilize Brainsharp's professional services on a time and material basis using the hourly rates in effect at that time or on a fixed price basis.

ATTACHMENT B

FEES AND PAYMENTS

Payment shall be made based on the work noted in Attachment A for completed and accepted work, in accordance with the purchase order at the following amounts:

The cost will be based on the type of support the County needs:

1. OASIS software maintenance and application support.
 - For the software maintenance and application support from October 1, 2023, to September 30, 2024, the cost for one year is \$728,000
 - If the County chooses to use Brainsharp's services for daily production support, the cost for one year per resource will be an additional \$364,000 (per FTE)

Item	System	FY 23/24
OASIS Annual Software Maintenance & Support	OASIS	\$728,000
OASIS 4 FTEs for daily production support (\$364K per FTE @ 4 FTEs = \$1,456,000)	OASIS	\$1,456,000
	Total	\$2,184,000

All expenses are the sole responsibility of the CONTRACTOR.