

**AMENDMENT #2
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 July 1, 2024, as follows:

1. Add the attached additional Scope of Work as Attachment C – ORBIT Scope of Work.
2. Add the attached additional Fees and Payments as Attachment D – ORBIT Fees and Payments.
3. New contract not-to-exceed amount is \$2,581,500.00.
4. All other terms and conditions remain the same.

COUNTY OF VENTURA

Rory Aronsky
Signature

Rory Aronsky
Printed name

Senior Buyer
Title

August 2, 2024
Date

CONTRACTOR*

GADIRAJU (GARY) VARMA
Authorized signature

GADIRAJU (GARY) VARMA
Printed name

PRESIDENT/CEO
Title

8/19/2024
Date

CONTRACTOR

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 C

SCOPE OF WORK

PROJECT: ORBIT 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 ORBIT System.

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

1. Duration

The period of the agreement will be from July 1, 2024, to September 30, 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 the 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 and subject matter expertise to work with the system and software
- Have the appropriate County personnel available to work with Brainsharp even outside the normal 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
- Perform integration and user testing for fixes and/or enhancements delivered to the County
- 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 IT 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 ORBIT 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. 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

Brainsharp will complete the following deliverables/maintenance items:

1. Complete 15 of the TTC Priority list by 9/30/2024:
 - a. Corrections to Payments
 - b. Applying Penalties/Interest to Secured Supplemental/Unsecured
 - c. ARC's for Auction/Bankruptcy
 - d. Bill Rollovers
 - e. Same Day Payment Reversals
 - f. Create New Trust Records
 - g. Payment Plans
 - h. Activate DUPY Discharged Accounts
 - i. Bulk pay efficiency (speed and time of day to run the process)
 - j. Tax Collector Trust Daily Reconciliation Report
 - k. Tax Collector Trust Download
 - l. Update Trust records to a different APN without splitting
 - m. Generate short trust letters
 - n. Trust update to be paid in full, warrant issued, etc.
 - o. Trust activity with amounts applied.
2. Complete AB8 by 8/31/2024
3. Complete the next Apportionment by 8/31/2024
4. Complete Computation of Taxes by 9/30/2024
5. Complete 1,000 ARCs each month in August and September

Brainsharp in conjunction with the County of Ventura IT support, 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 upon completion of unit testing. Brainsharp will provide only offsite support under this agreement.

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.

5. Performance Criteria

Brainsharp will perform the necessary work to complete all production PTACS processes as defined by BSI as working in production. This includes and not limited to the following:

1. Complete 15 of the TTC Priority list by 9/30/2024:
 - a. Corrections to Payments
 - b. Applying Penalties/Interest to Secured Supplemental/Unsecured
 - c. ARC's for Auction/Bankruptcy
 - d. Bill Rollovers
 - e. Same Day Payment Reversals
 - f. Create New Trust Records
 - g. Payment Plans
 - h. Activate DUPY Discharged Accounts
 - i. Bulk pay efficiency (speed and time of day to run the process)
 - j. Tax Collector Trust Daily Reconciliation Report
 - k. Tax Collector Trust Download
 - l. Update Trust records to a different APN without splitting
 - m. Generate short trust letters
 - n. Trust update to be paid in full, warrant issued, etc.
 - o. Trust activity with amounts applied.
2. Complete AB8 by 8/31/2024
3. Complete the next Apportionment by 8/31/2024
4. Complete Computation of Taxes by 9/30/2024
5. Complete 1,000 ARCs each month in August and September

In the event Brainsharp fails to meet its delivery schedule as above items 1 – 5, due to BSI issues, this will result in \$0 billing for the Daily Production Support item for the month.

6. 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.

Any invoice delivered to the County by Brainsharp shall be due in thirty (30) calendar days and payable upon receipt thereof by the 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. For the items NOT covered under this agreement, Brainsharp charges \$185.50 per hour for offsite professional services and \$2500 per day per resource for onsite professional services. For the items covered under this agreement, Brainsharp charges \$1000 per day per resource for onsite support.

ATTACHMENT D

FEES AND PAYMENTS

The ORBIT Annual Software Maintenance & Support payment shall be made in full upon execution of this agreement. The ORBIT Daily Production Support payment shall be made in three equal payments at the end of each month \$90,000. The Enhancements and Training (OPTIONAL item) is billed as needed, will be billed at the end of each month, and will not exceed the total amount of \$100,000 for the term of this contract.

Item	System	FY 24/25
ORBIT Annual Software Maintenance & Support	ORBIT	\$127,500
ORBIT Daily Production Support	ORBIT	\$270,000
ORBIT Enhancements and Training (OPTIONAL)	ORBIT	\$100,000
(OPTIONAL item not included in total)	Total	\$397,500

All expenses are the sole responsibility of the CONTRACTOR.