

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PANORAMIC SOFTWARE INC.

This agreement is entered into between the County of Tehama, through its Department of Public Guardian/Public Administrator, ("County") and Panoramic Software Inc. ("Contractor") for the purpose of providing Panoramic Software's PA/PG Pro Web system and support to the Tehama County Public Guardians office.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide the Panoramic software license, maintenance and support for the Public Guardian's office as set forth in the Scope of Work, attached hereto and incorporated herein as **Exhibit "B"**. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement and shall fulfill all other responsibilities set forth herein and as described in incorporated Exhibits.

3) COMPENSATION

Contractor shall be paid an all-inclusive flat fee of \$1,837.50 per month for all license, maintenance, and support services provided hereunder. All other services rendered under this Agreement shall be paid upon successful completion as noted below. If requested in writing by County, Contractor shall be paid \$2,000 per day, with a one day minimum each day for (up to two) additional onsite training dates. Such additional onsite training costs shall not exceed \$4,000. If requested in writing by the County, Contractor shall be paid \$175 per hour for custom programming. Such custom programming costs shall not exceed \$2,100. County shall reimburse contractor for the actual and reasonable expenses for travel incurred in performance of work hereunder by Contractor during implementation, onsite training, or custom programming. Reimbursement for actual travel expenses will not exceed the currently authorized rates per diem for County employees. Travel expenses shall not exceed \$4,000. The Maximum Compensation

payable under this agreement shall not exceed \$48,100. Contractor shall not be entitled to payment or reimbursement beyond the flat fee amounts set forth above or for any tasks or services except as specified herein. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind, whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section. Contractor shall submit monthly-itemized invoices to County for the flat fee amounts and/or any maintenance and support to County within 30 days after service has been completed. Contractor shall submit to County an itemized invoice for any travel expense reimbursement requested, during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Public Guardian/Public Administrator Director or his/her designee.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first class mail to the following addresses:

- | | |
|----------------------|---|
| a. If to County: | Melani Kain
Tehama County Public Guardian/Public
Administrator
20639 Walnut Street
Red Bluff, CA96080 |
| b. If to Contractor: | Panoramic Software Inc.
32932 Pacific Coast Highway # 14-482
Dana Point, CA 92629 |

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

(HIPAA)

County and Contractor intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to Contractor pursuant to this contract in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HI TECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIP AA Regulations) and other applicable laws.

Contractor is directly subject to the HIPAA Security Rule, including its civil and criminal penalties, and shall implement its standards.

County and Contractor agree to assume the obligations and activities listed below to insure the privacy and security standards of Protected Health Information (PHI) that may come into their respective possession during the course of this agreement.

1. Permitted Uses and Disclosures by Contractor

- A. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule or the HI TECH Act if done by County or the minimum necessary policies and procedures of the County.
- B. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- C. Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality or security of the information has been breached.
- D. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the client has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates.
- E. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to County as permitted by 42 CFR 164.504(e)(2)(B),

2. Specific Obligations and Activities of Contractor

- A. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- B. Contractor agrees to establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.

- C. Contractor shall develop and maintain a written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
- D. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County agrees in writing to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Contractor further agrees that if Contractor provides Electronic Protected Health Information to a third party, such as a subcontractor, Contractor shall ensure that the third party has reasonable and appropriate safeguards to protect it and that Contractor shall implement and maintain sanctions against agents and subcontractors that violate such safeguards and shall mitigate the effects of any such violation.
- E. Contractor agrees to report to County any security incident or any use or disclosure of Protected Health Information (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
- F. Contractor agrees, in the event of any security incident or any unauthorized use or disclosure of Protected Health Information, to take prompt corrective action to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
- G. Contractor agrees to train and use reasonable measures to ensure compliance with requirements of this section by employees who assist in the performance of function or activities on behalf of County under this agreement and use or disclose PHI (in any form); and discipline such employees who intentionally violate any provisions of this section, including termination of employment.

- H. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- I. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary of Health and Human Services, in a time and manner designated by the County or the Secretary of Health and Human Services, for purposes of the Secretary of Health and Human Services determining County's compliance with the Privacy Rule and Security Rule.
- J. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health information in accordance with 45 CFR 164.528 and the HITECH Act. Contractor agrees to implement a process that allows an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, an accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request and only to the extent Contractor maintains an electronic health records and is subject to this requirement.
- K. Contractor agrees to provide to County or an Individual, in time and manner designated by County, information collected or obtained during performance under this agreement, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.

3. Specific Obligations of County

- A. County shall make available to Contractor the notice of privacy practices that County produces in accordance with 45 CFR 164.520. County shall provide to Contractor any changes to such notice.
- B. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- C. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with 45 CFR 164.522.
- D. County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by County.

4. Term and Termination

- A. The obligations created under this section shall terminate when all of the Protected Health Information provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Upon County's knowledge of a material breach of this Agreement, the HIPAA Privacy, or the HIP AA Security Rule by Contractor, County shall provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County. County may terminate this agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible. If termination is not feasible, County may report the problem to the Secretary of Health and Human Services as required by HIPAA.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information (in any form) received from County or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is the possession of subcontractors or agents of

Contractor. Contractor, its agents or subcontractors, shall retain no copies of the Protected Health information.

2. In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information. This protection shall remain in effect until the PHI is returned or destroyed.

5. Miscellaneous

- A. The respective rights and obligations of Contractor of this Health Insurance Portability and Accountability Act (HIP AA) section shall survive the termination of this Agreement.
- B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule and Security Rule. Definition of terms shall be as used in HIPAA and its implementing regulations.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chairperson of the Tehama County Board of
Supervisors

PANORAMIC SOFTWARE

Date: 9/9/2025

JEFF VON WALDBURG
Jeff von Waldburg,
President

The following information is required for the agreement to be approved:

Contractor Number

106650

Vendor Number

2073

Budget Account Number

britt@panosoft.com

Vendor/Contractor email address

949-496-4236

Vendor/Contractor phone number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

SOFTWARE LICENSE AGREEMENT

BETWEEN

PANORAMIC SOFTWARE CORPORATION

AND

TEHAMA DEPARTMENT OF THE PUBLIC GUARDIAN

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SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into as of 7/1/2025 by and between PANORAMIC SOFTWARE CORPORATION, a California corporation ("PANOSOFT"), and TEHAMA COUNTY DEPARTMENT OF THE PUBLIC GUARDIAN ("Customer").

RECITALS

- A. PANOSOFT has developed and owns all rights in and to the computer software and documentation referred to herein as the "Software".
- B. Customer wishes to acquire from PANOSOFT, and PANOSOFT is willing to grant to Customer, certain rights with respect to the Software, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1 Software. As used herein, the term "Software" shall mean the computer application software known to PANOSOFT as the base system "PA-Pro Web", and all coding, (object code and source code), tapes, discs, modules, and similar materials comprising such software. The Software is described more specifically in the Documentation (defined below).

1.2 System. As used herein, the term "System" shall mean the Software. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all of the terms and conditions set forth herein

1.3 License. As used herein, the term "License" shall have the meaning assigned to such term in Section 2.1.

1.4 Access. Access to the System will be provided to Customer via the Internet by PANOSOFT with the sole purpose and intention of Customer performing services as required for Customer's stated business. Customer is solely responsible for any and all data entered and in turn provided to local, state and federal agencies as well as any other individual or entity.

2 GRANT OF LICENSE

2.1 **Grant.** PANOSOFT hereby grants to Customer a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").

2.2 **Scope.** The License granted herein shall consist solely of: (i) the non-exclusive, non-transferable right of Customer to access the PANOSOFT System via the internet to provide services solely in connection with Customer's existing business; (ii) the non-exclusive, non-transferable right of Customer to copy the customer data solely for backup purposes; and (iii) the right to receive and use the on line Documentation. The License granted herein shall not entitle Customer to access the PANOSOFT System other than in connection with Customer's existing business; or (c) to permit any person or entity other than Customer and its employees to access the system; or (d) to copy or access the Customer data in any manner or in any form other than solely for backup purposes; or (e) to modify or enhance the System in any respect; or (f) to transfer any right in the Software to any other person or entity.

2.3 **Ownership.** Customer acknowledges and agrees that, as between PANOSOFT and Customer, title and full ownership of all rights in and to the System and all other materials provided to Customer hereunder shall remain with PANOSOFT. Customer further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of PANOSOFT.

2.4 In the event Contractor either: (i) ceases to transact business as a State of California licensed vendor; or (ii) discontinues supporting any software product licensed to Customer (the "Licensed Software") during the term of any such license, Customer shall have the option to purchase a perpetual, non-exclusive, nontransferable license to access, utilize, and modify the source code associated with the Licensed Software solely in connection with its operation and maintenance of the TehamaPG system (the "Expanded License"). In addition, Panoramic will deploy a private cloud environment hosting an operational version of TehamaPG and all its data. The ownership of this environment will be handed to Customer along with source code and documentation. The Expanded License shall include the most recent supported version of each component or upgrade, together with any associated documentation. The purchase price for the Expanded License shall be 5 x annual license and support \$110,250.00

Customer may exercise its option to purchase the Expanded License by submitting a dated written request on its letterhead, which shall be signed by an authorized Customer representative. Contractor shall provide Customer with the source code and associated documentation within 90 days following its receipt of the written notice.

Notwithstanding the foregoing, it is understood and agreed that the Licensed Software includes components subject to third party licenses that may not be subject to transfer. Customer shall be solely responsible for obtaining any such licenses.

3 TERM

3.1 **Duration.** The License granted herein shall be effective as of the Activation Date (defined in Section 4.1) and shall remain in effect perpetually unless terminated as provided in Section 3.2.

3.2 Termination. Customer may at any time terminate the License granted herein if PANOSOFT has breached a material provision of this Agreement and has failed to cure such breach within sixty (60) days after receiving written notice thereof. Customer upon ninety (90) days notice may terminate the license granted herein in the event of a change in the nature, scope, or requirements of Customer's program or operations. PANOSOFT may at any time terminate the License granted herein if Customer has breached a material provision of this Agreement (which shall include without limitation Sections 5, 7, and 8) and has failed to cure such breach within sixty (60) days after receiving written notice thereof.

3.3 Events upon Termination. Upon any termination of the License granted herein, the parties shall comply with the provisions of Section 9.

4 SUPPORT

4.1 Support Services. PANOSOFT shall provide to Customer support services relating to the System described in the Maintenance Agreement attached hereto.

5 COMPENSATION

5.1 License Fee. As compensation for the License granted herein, Customer shall pay to PANOSOFT a fee in accordance with the schedule set forth in Schedule A attached hereto.

5.2 Other Compensation

5.2.1 Fee for Additional Services. If PANOSOFT provides services requested in writing by Customer which are in addition to the services specified in Section 4, Customer shall as compensation for such additional services, pay to PANOSOFT a fee based on PANOSOFT's current prevailing rate for such services or per the terms of a separate contract agreement for specific services rendered.

5.3 General

5.3.1 Invoices. PANOSOFT shall invoice Customer monthly for all sums which Customer owes PANOSOFT hereunder, and Customer shall pay each invoice within thirty (30) days after receipt thereof.

5.3.2 Taxes. Customer shall be responsible for payment of any and all taxes or other governmental charges or fees attributable to the License granted herein.

6 WARRANTY

6.1 General Warranty. PANOSOFT warrants to Customer that PANOSOFT has full right and authority to grant to Customer the License herein and that Customer's use of the System in accordance with the License herein shall not infringe any United States copyright or patent.

6.2 Performance. PANOSOFT warrants to Customer that the PG-Pro Web application software contracted for by Customer will perform in substantial compliance with the base PG-Pro Web system. There are no express or implied warranties, including the implied warranty of merchantability and fitness for a particular purpose not specifically set forth in this agreement, with respect to this agreement, or the software or other products, documentation or other products.

6.3 Sole and Exclusive Remedy. If Customer believes a product does not conform to the above warranties, Customer shall notify PANOSOFT in writing during the first three months after the Activation Date. PANOSOFT will use commercially reasonable efforts to repair or replace the software medium or bring the Licensed Programs into substantial conformance with the applicable specification, either remedy within 30 days of the customers' written notice, at no additional cost to the Customer.

7 CONFIDENTIALITY

7.1 Customer Obligations. Customer acknowledges that, by virtue of the License granted herein, it will have access to certain proprietary information and trade secrets of PANOSOFT, including without limitation proprietary information and trade secrets relating to the System (collectively, the "Confidential Matters"). Customer agrees that the Confidential Matters, and all information comprising or relating to the Confidential Matters, shall be deemed confidential and proprietary to PANOSOFT, shall be held in trust by Customer, and shall be safeguarded by Customer to the same extent that Customer safeguards confidential matters relating to its own operation which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

7.2 To these ends, Customer agrees to take such steps as may be necessary to ensure that neither the Confidential Matters, nor any information comprising or relating to the Confidential Matters, are used by Customer or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by Customer or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of PANOSOFT. Such steps shall include without limitation the execution by Customer's employees, agents and representatives having access to the Confidential Matters of binding agreements to maintain confidentiality in accordance with this provision.

7.3 Exceptions. Customer's obligations pursuant to Section 7.1 shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which Customer is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

7.4 PANOSOFT Obligations. PANOSOFT acknowledges that, by virtue of the Customer/developer relationship established herein, it will have access to certain confidential information relating to the Customer's clients and activities. PANOSOFT agrees that all information relating to the activities and the clients of Customer shall be deemed confidential and proprietary to Customer, shall be held in trust by PANOSOFT, and shall be safeguarded by PANOSOFT to the same extent that PANOSOFT safeguards confidential

matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

7.4.1 To these ends, PANOSOFT agrees to take such steps as may be necessary to ensure that no information comprising or relating to the clients or activities of Customer are used by PANOSOFT or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by PANOSOFT or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of Customer. Such steps shall include without limitation the execution by PANOSOFT's employees, agents and representatives having access to the Customer's confidential information of binding agreements which impose on such persons the same obligations which are imposed on PANOSOFT under this section.

7.4.2 Customer Data. PANOSOFT will be responsible for the storage and security of Customer data including data management and protection. Data access will be accomplished via Secure Socket Layer (SSL). Customer is solely responsible for the content of data.

7.5 Exceptions. PANOSOFT's obligations pursuant to Section 7.4 shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which PANOSOFT is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

8 LIABILITY

8.1 Indemnification by PANOSOFT. PANOSOFT shall indemnify and hold harmless Customer, and its directors, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by Customer, or its directors, officers, or employees which arise out of or relate to PANOSOFT's breach of any provision hereof.

8.2 Indemnification by Customer. Customer shall indemnify and hold harmless PANOSOFT, and its directors, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by PANOSOFT, or its directors, officers, or employees which arise out of or relate to Customer's breach of any provision hereof.

8.3 Limitations on Liability Notwithstanding the provisions of Sections 8.1 and 8.2, the liability of the parties and the remedies of the parties shall be limited as follows:

8.3.1 Uncontrollable Events. Neither party shall bear any liability arising out of events beyond the control of such party, including without limitation acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

8.3.2 Consequential Damages. Neither party shall bear any liability for special, consequential, incidental, or indirect damages (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

8.3.3 Value of Contract. In no event shall the aggregate liability of **PANOSOFT** to **Customer** or **Customer** to **PANOSOFT** (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by **Customer** to **PANOSOFT** pursuant to Section 5.1.

8.3.4 Passage of Time. In no event shall a cause of action be asserted by **Customer** against **PANOSOFT** or **PANOSOFT** against **Customer** which arises out of or relates to any event, condition, breach, or claim occurring more than one (1) year prior to the filing of such cause of action.

8.4 Insurance. Without limiting **PANOSOFT's** indemnification of the **Customer**, **PANOSOFT** shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided through insurer(s) satisfactory to **Customer** and certificates evidencing such insurance, along with significant endorsements, shall be delivered to **Customer** on or before the effective date of this Agreement, and shall stipulate that the **Customer** is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

8.4.1 General and Auto Liability. Insurance shall include but not be limited to, comprehensive general and automobile liability with a combined single limit of not less than \$ 1,000,000 per occurrence. Such insurance shall be primary and not contributing with any other insurance maintained by **Customer**.

8.4.2 Workers' Compensation. A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of **PANOSOFT** and all risks to such persons under this Agreement.

9 TERMINATION

9.1 Upon any termination of the License granted herein: (i) **Customer** shall immediately cease any and all use of System. Notwithstanding the preceding sentence, if **Customer** has terminated this Agreement in accordance with Section 3.2 and **Customer** has paid to **PANOSOFT** the full amount of the fee provided in Section 5.1 and all other amounts then owing to **PANOSOFT** under Section 5, then **Customer** may continue to use the System for the time period paid, subject to the provisions of Sections 2, 7, 8, and 10.

10 GENERAL PROVISIONS

10.1 Compliance with Laws. Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

10.2 Amendments. This agreement may be amended or supplemented from time to time, but only by a written instrument executed by Customer and PANOSOFT. As used herein, the term "Agreement" shall include any future amendments or supplements made hereto.

10.3 Construction. The terms "Section" or "Sections" used herein shall refer to the section or sections of this Agreement. The titles and subtitles used herein are not a part of this Agreement, are included solely for convenient reference to the Sections hereof, and have no bearing on the terms and conditions hereof. The singular used herein shall include the plural, and the plural used herein shall include the singular.

10.4 Recitals and Schedules. The Recitals to this Agreement and the Schedules attached to this Agreement shall be considered part of the Agreement and are incorporated herein by this reference.

10.5 Survival. The provisions of Sections 5, 6, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement and the License granted herein.

10.6 Relation between the Parties. This Agreement shall not be construed to constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

10.7 Assignment. Neither this Agreement, the License granted herein nor any other right or obligation hereunder shall be assigned, delegated or otherwise transferred by either party, without the prior written consent of the other party. Notwithstanding the preceding sentence, PANOSOFT may assign, delegate, or otherwise transfer this Agreement, the License granted herein, and PANOSOFT's rights and obligations hereunder to any affiliate of PANOSOFT or to any successor of PANOSOFT's business or any part thereof, without the prior written consent of Customer.

10.8 Successors. Subject to the restrictions in Section 10.8, this Agreement shall bind and inure to benefit of the respective assigns, successors, representatives and affiliates of the parties.

10.9 Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement when and as called for or due, or to exercise any right provided for in this Agreement, shall not be deemed a waiver or relinquishment for the future of any such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce or exercise any other provision or right in this Agreement.

10.10 Certain Remedies. The parties acknowledge and agree that any breach by Customer of Section 7 of this Agreement would cause irreparable damage to PANOSOFT, the exact amount of which would be impossible to ascertain, and for that reason, PANOSOFT shall be entitled to injunctive relief in the event of any actual or threatened breach of Section 7. Such relief shall be in addition to any remedies to which PANOSOFT may be entitled under law or otherwise.

10.11 Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, U.S.A., without regard to such state's choice of laws.

10.12 Severability. If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

10.13 Notices. Any notice, payment or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given either: (i) upon personal delivery; or (ii) two (2) calendar days after being sent by facsimile, e-mail, telex, or telegram, or five (5) calendar days after being deposited in the mail (registered or certified first class, postage prepaid), addressed to the parties at their addresses as set forth in this contract, or to such other addresses as the parties shall furnish by written notice.

10.14 Enforcement. If either party shall bring an action of any nature against the other party by reason of the breach of any provision of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such action shall be entitled to such party's reasonable expenses relating to such action, including its costs of suit and attorneys' fees.

10.15 Entire Agreement. The parties acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter contained herein, and supersedes all prior or contemporaneous proposals, understandings, representations, conditions, warranties, covenants and other communications between the parties, whether oral or written, relating to such subject matter.

10.16 Venue. For any action against any party by reason of breach of this agreement is in The City and County of San Francisco.

Agreed to:
Tehama County Public Guardian

Panoramic Software Corporation

Print Name:

_____

Jeff von Waldburg President

Date: _____

Date: 06 / 30 / 2025

SCHEDULE A

Fee and Payment Schedule

- I. MONTHLY MAINTENANCE. Monthly maintenance charges will be charged at the rate of \$1837.50 per month. These charges are payable monthly and in advance.
- II. ADDITIONAL TRAINING. Any visits to **Customer's** site by PANOSOFT staff other than for Initial Training (of two half day sessions for each staff member, training will be performed with 3 to 4 staff at one time), will be made at the **Customer's** written request. Such visits will be invoiced at a rate of \$2,000.00 per day, with a one (1) day minimum.

Additional PANOSOFT services and costs are detailed in the Software Maintenance Agreement.

SOFTWARE MAINTENANCE AGREEMENT

This SOFTWARE MAINTENANCE AGREEMENT (Agreement) is entered into, by and between **Error!**
Reference source not found. (Customer) and Panoramic Software Incorporated (PANOSOFT) for
PANOSOFT's PG-Pro Web application software.

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, 2025, through June 30, 2026

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 must be provided at least sixty (60) 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 thereof at least 60 (60) days prior to the renewal date. Panoramic Software will provide an up to date database copy.

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. PG-Pro Web. System Updates to **PG-Pro Web** will be provided to fix application software errors or improve security. 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**.
- c. Error Correction. An error is defined as any aspect of the software performance which does not conform substantially to the specifications developed during the implementation project. **Customer** identified errors will be corrected and brought into conformance with the user documentation.

4. CUSTOMER SYSTEM RESPONSIBILITIES.

Customer is responsible for performing the following duties relating to the successful operation of **PG-Pro Web**. **PANOSOFT** will provide assistance to **Customers** in performance of **Customer** System Responsibilities at an additional charge. **PANOSOFT** recommends that **Customer** appoint a System Administrator who will be responsible for **Customer** System Responsibilities.

- a. Customer Hardware/Software. Customer must ensure that the versions of all underlying computer operating systems and internet browsers are the versions recommended by **PANOSOFT** for use with the most current version of **PG-Pro Web**.
- b. 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.

5. ADDITIONAL SERVICES/MAINTENANCE.

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 include, 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 internet access 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 additional system training, system usage, and/or resolution of system difficulties not resulting from actions by or otherwise the responsibility of, PANOSOFT (as determined by mutual agreement between PANOSOFT and Customer
- d. Custom Software Modules. Software Modules are developed to address customer-specific areas of information management not currently or significantly addressed by PG-Pro Web. The License for any such Custom 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 current hourly programming rate. For any given request, PANOSOFT will provide an estimate of the total programming charges in advance of beginning work and further notify Customer if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will Customer be billed for charges in excess of the greatest approved estimate.

6. CHARGES TO CUSTOMER.

- (a) General Maintenance Service. Monthly maintenance charges will be charged at the rate of \$1837.50 per month. These charges are payable monthly and in advance. This maintenance service charge will remain at this rate for a period of 24 months from the initial effective date. See 6 (g) below for changes in rate.

- (b) Additional Maintenance Services. The rate for all Additional Maintenance Services is \$2,000.00 per day on-site, with a one-day, or an hourly charge of \$ 175.00 per hour when services are provided on an ad-hoc basis from PANOSOFT headquarters.
- (c) Additional Training. Any visits to Customer's site by PANOSOFT staff other than for Initial Training, will be made at the Customer's written request. Such visits will be invoiced at a rate of \$2,000.00 per day, with a one (1) day minimum.
- (d) Travel. Travel cost is included in the associated charges for on site service.
- (e) Custom Programming. Charges for custom programming will be on an hourly basis at a rate of \$ 175.00 per hour after the initial deployment project. For any given request, PANOSOFT will provide an estimate of the total programming charges in advance of beginning work and further notify Customer if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will Customer be billed for charges in excess of the greatest approved estimate
- (f) 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.
- (g) Changes in Charges. After the initial 12 month period ending 06/30/2024 PANOSOFT may change the charges for Maintenance Services upon 30 days written notice effective at the beginning of any anniversary of the maintenance.

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. Customer will pay such invoices within the time specified thereon. 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, and Customer will pay such invoices within the time specified thereon.
- (c) Late Charges. In addition to any other remedies allowed by law, PANOSOFT may charge Customer one-half percent (0.5%) per month on any amount which Customer is delinquent in paying to PANOSOFT hereunder, except that such charge may not exceed the maximum amount permitted under law.

8. TERMINATION.

This Agreement may be terminated by either party upon material failure of the other party to perform its responsibilities and obligations hereunder (except failure of Customer to pay monetary obligation hereunder) by submitting notice in writing to the other party of material failure, provided the material failure has not been corrected within sixty (60) days after

receipt of such notice. This Agreement may be terminated by PANOSOFT upon ten (10) days notice of failure by Customer to pay any monetary obligation hereunder or failure by Customer to pay any monetary obligation outstanding under Customer's Software License Agreement with PANOSOFT.

9. DISCLAIMER OF WARRANTY.

PANOSOFT DISCLAIMS ALL WARRANTIES OR CONDITIONS, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT.

10. LIMITATION OF LIABILITY.

CUSTOMER AGREES THAT PANOSOFT'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO FOUR TIMES THE QUARTERLY GENERAL MAINTENANCE SERVICES CHARGE. IN NO EVENT SHALL PANOSOFT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER, CAUSED DIRECTLY OR INDIRECTLY BY ANY BREACH OF THE AGREEMENT OR THE PROVISION OF ANY PRODUCTS, MATERIALS, OR SERVICES PURSUANT TO THIS AGREEMENT. PANOSOFT SHALL NOT BE LIABLE FOR ANY LOSS OR USE THEREOF, NOR ANY CLAIM MADE AGAINST PANOSOFT BY ANY OTHER PARTY.

11. GENERAL.

This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties hereto with respect to maintenance of software licensed by PANOSOFT to Customer, and shall supersede all previous or contemporaneous negotiations, commitments, and writings with respect to matters set forth herein. It may only be modified by a writing signed by authorized representatives of both parties. The terms and provisions shall prevail over any conflicting, additional, or other terms appearing on any purchase order submitted by Customer at any time.

Agreed to:

Tehama County Public Guardian

Print Name:

Date:

Panoramic Software Corporation



Jeff von Waldburg President

Date: 06 / 30 / 2025