

SOFTWARE LICENSE AGREEMENT #8111
AMENDMENT I

This First Amendment to Agreement #8111 (which includes the Software License Agreement and Software Maintenance Agreement), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “Customer” or “County”) and Panoramic Software Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 32932 Pacific Coast Highway, #14-482 Dana Point, California 92629 (hereinafter referred to as “PANOSOFT”);

RECITALS

WHEREAS, PANOSOFT has been engaged by County to provide Panosoft Software License and Software Maintenance pursuant to Software License Agreement #8111, dated November 14, 2023 (hereinafter referred to as “Agreement”), incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount by \$268,000, and amend the fee and payment schedule to include the extended term of the Agreement, replacing **Schedule A** marked “Fee and Payment Schedule;”

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2026 for three (3) additional years, amending **Article 3, Term, Section 3.1, Duration**, of the Software License Agreement, and **Article 1, Term** of the Software Maintenance Agreement;

WHEREAS, the parties hereto desire to amend the Software License Agreement to update contract language, amending **Article 10, General Provisions, Section 10.13, Notices and change of address**, and **Section 10.18, Contract Administrator**;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and PANOSOFT mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8111 on the following terms and conditions:

- 1) **Schedule A** marked “Fee and Payment Schedule” of the Agreement is hereby replaced in its entirety with the attached updated **Schedule A, Fee and Payment Schedule**, which is incorporated herein.
- 2) **Article 3., Term, Section 3.1, Duration** of the Software License Agreement included in the Agreement is amended in its entirety to read as follows:
 3. Term
 - 3.1 Duration. The License granted herein shall be effective for the period of 7/1/2023 to 6/30/2029 (defined in Section 4.1) unless terminated as provided in Section 3.2.
- 3) **Article 1, Term**, of the Software Maintenance Agreement included in the Agreement is amended in its entirety to read as follows:

1. Term

This Agreement shall be effective for the period of July 1, 2023, to June 30, 2029.

4) **Article 10, General Provisions, Section 10.13, Notices and change of address** of the Software License Agreement is amended in its entirety to read as follows:

Section 10.13, Notices and change of address: Notice to Customer shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
Attn: Contracts Unit
hhsa-contracts@edcgov.us


5) **Article 10, General Provisions, Section 10.18, Contract Administrator** of the Software License Agreement is amended in its entirety to read as follows:

Section 10.18, Contract Administrator: The County Officer or employee with responsibility for administering this Agreement for Public Guardian is Nathaniel Houston, Program Manager, Health and Human Services Agency, or successor.

The County Officer or employee with responsibility for administering this Agreement for General Assistance is Salina Drennan, Deputy Director Self Sufficiency, Health and Human Services Agency, or successor.


Except as herein amended, all other parts and sections of that Software License Agreement #8111 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Nathaniel Houston (Apr 24, 2026 13:50:35 PDT)
Nathaniel Houston
Public Guardian
Health and Human Services Agency


Dated: 04/24/2026

Requesting Contract Administrator Concurrence:

By: 
Salina Drennan (Apr 24, 2026 13:51:24 PDT)
Salina Drennan
Deputy Director, Self Sufficiency
Health and Human Services Agency

Dated: 04/24/2026

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 27, 2026 08:25:12 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 04/27/2026

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Software License Agreement #8111 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Brooke Laine, Chair
Board of Supervisors

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- PANORAMIC SOFTWARE CORPORATION --

By: Jeff von Waldburg
Jeff von Waldburg (Apr 27, 2026 11:44:14 PDT)
Jeff Von Waldburg
Chief Executive Officer

Dated: 04/27/2026

By: BB
Britt Brown (Apr 29, 2026 10:52:35 PDT)
Britt Brown
Chief Financial Officer

Dated: 04/29/2026

SCHEDULE A
Fee and Payment Schedule

1. MAINTENANCE AND LICENSING FEES: Maintenance and licensing fees will be billed at the following monthly rate:

	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28	FY 28/29
Public Guardian	\$2,000	\$2,500	\$3,000	\$4,120	\$4,620	\$5,120
General Assistance	\$1,000	\$1,490	\$2,305	\$2,060	\$2,436	\$3,100
Monthly Fee	\$3,000	\$3,990	\$5,305	\$6,180	\$7,056	\$8,220
Yearly Cost	\$36,000	\$47,880	\$63,660	\$74,160	\$84,672	\$98,640

These charges are payable monthly and in advance. The above table represents the composition of the total Maintenance and Licensing Fees budget for this Agreement. Contingent upon written County Contract Administrator, or designee, and Chief Fiscal Officer, or designee approval, County may reallocate the funding listed herein, as needed, among service types and fiscal years, based on funding availability.

1. 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.
2. MAXIMUM OBLIGATION: The maximum obligation for services and deliverables provided under this Agreement shall not exceed **\$415,540** inclusive of all costs, taxes, and expenses.
3. Additional **PANOSOFT** services and costs are detailed in the Software Maintenance Agreement.

