

"AMENDMENT FIVE" to TracNet Software License Agreement

The following is a description of (1) the Licensed Program to be added under this License Attachment, (2) the cost of the TracNet Licensed Program License cost and Installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 09-24-96.

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Homeland Security Intelligence Database System For The Office License		\$ 20,000.00
Upgrade to Annual Maintenance Service Plan Covering Homeland Security Intelligence Database System/ For The Office Maintenance		\$ 4,800.00

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Five" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Five" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

If any provision or provisions of this Attachment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, LICENSOR and LICENSEE hereby execute this Attachment titled "Amendment Three" in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

LICENSEE: EL DORADO COUNTY
By: Charles Paine
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: 6/29/05

Address: 330 FAIR LANE
PLACERVILLE, CA 95667

ACCEPTED BY:

LICENSOR: TracNet Corporation
By: [Signature]
Title: [Signature]
Date: 3/14/05

Address: 1277 Adobe Lane
Pacific Grove, CA 93950