

C23-005 Amendment II

COPY

LEVI, RAY & SHOUP, INC. CPU AMENDMENT

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor), an Illinois corporation, and the Customer identified below (hereafter referred to as Licensee), consists of this CPU amendment, Standard License Agreement CA 0304, and Licensor's General Terms and Conditions (Version-Form C1.0), as amended hereafter and Software License Agreement Additional Terms and Conditions, (#C23-005) which are incorporated herein. In the event of a conflict, the order of precedence will be:

- 1. This CPU Amendment
2. Standard License Agreement (CA0304)
3. Software License Agreement Additional Terms and Conditions (#C23-005)
4. Licensor's General Terms and Conditions

By its signature below, Licensee hereby acknowledges that it has changed its CPU configuration(s) as indicated herein and agrees to pay any Upgrade Fee(s) indicated below and any increase in maintenance due under the parties' license and/or maintenance agreement(s).

Old CPU

Table with 6 columns: Software, Mfg., Machine Type, Model #, Serial #, CPU Group. Rows include VPS, VMCF/VTAM, R/BROWSE, VPS/TCPIP.

New CPU

Table with 7 columns: Software, Mfg., Machine Type, Model #, Serial #, CPU Group, Upgrade Fee. Rows include VPS, VMCF/VTAM, R/BROWSE, VPS/TCPIP.

Total Upgrade Fees: \$18,212.00 U.S.

Designated Computer Room Address: El Dorado County 360 Fair Lane, Placerville, CA 95667

Administrator: The County Officer or employee with responsibility for administering this Agreement is Woodrow Covington, Manager of Information Technology, Information Services Department, or successor.

The parties agree that a facsimile of this Amendment shall be deemed to be an authentic original and any signature hereon shall be deemed genuine.

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc. 2401 West Monroe Street Springfield, IL 62704

Signature [Handwritten Signature] John Howerter

Print Name Senior Vice President-Marketing

Title 3/14/01

Date

ACCEPTED BY LICENSEE:

El Dorado County 360 Fair Lane Placerville, CA 95667

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors

Signature [Handwritten Signature] PENNY HUMPHREYS

Print Name Chair

Title 3-27-2001

Date CA0304

LEVI, RAY & SHOUP, INC.
Standard License Agreement
CA0304

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor), an Illinois corporation, and the Customer identified below (hereafter referred to as Licensee), consists of Paragraph A below and Licensor's General Terms and Conditions (Version-Form C1.0), as amended hereafter, and Software License Agreement Additional Terms and Conditions, (#C23-005) which are annexed hereto. In the event of a conflict between this Standard License Agreement, Licensor's General Terms and Conditions and Software License Agreement Additional Terms and Conditions (#C23-005) the order of precedence will be:

1. This Standard License Agreement
2. Software License Agreement Additional Terms and Conditions (#C23-005)
3. Licensor's General Terms and Conditions

Paragraph A - Parties and Product

1. In accordance with the provisions of this Agreement, the Licensor will license to the Licensee the Licensed Product(s) listed in the following paragraph, as specified in Licensor's current Product documentation, for use by Licensee identified below, on the CPU(s) specified below or on subsequent Paragraph A's:

Computer Room Address: 360 Fair Lane, Placerville, CA 95667

CPU's: Mfg. IBM Machine 9121 Model No. 411 Serial No. 21644

2. The Product(s) to be provided are:

Product Name(s)	Processor Group	Perpetual License Fee
VPS/TCPIP	35	\$15,600.00 US

3. License Term: PERPETUAL
4. Insert the following after the first sentence of Section 5:

"Notwithstanding anything to the contrary stated herein, the Licensee may not use the Product for "outsourcing" or as a part of a service bureau business or otherwise for the benefit of unaffiliated third parties who pay, directly or indirectly, for its benefit."

6. Delete Section 6 in its entirety and replace with the following:

"**Restrictions on Use.** Only the Licensee is authorized to operate the Product and only on the Designated CPU(s) in the Designated Computer Room, except as set forth in this Section 6.0 and Section 7.0. Licensee may allow its contractors access to the Product but only to the extent such access is necessary to allow the Licensee to effectively use the Product or its computer systems and such contractors have signed a nondisclosure agreement which effectively prohibits such contractors from disclosing or disseminating to third parties, or using for their own benefit, all or part of the Product. Such nondisclosure agreements are to be supplied by Licensee and do not have to specifically name the Product in order to comply with this section and to be effective."

7. Delete Section 12b in its entirety and replace with the following:

“The rate charged for maintenance shall be based upon Licensor’s Maintenance Price List. (A copy of the now current Maintenance Price List is attached hereto as Exhibit A.) Maintenance fees, exclusive of increases due to a CPU upgrade, if increased, shall not increase annually by more than the greater of seven percent (7%) or the composite prime rate first published in the Wall Street Journal in the year that notice of the increase is sent minus two percent (2%).”

8. Delete Section 14 in its entirety and replace with the following:

Warranties, Disclaimers, Remedy.

- 14.1 Limited Product Warranty. Licensor warrants that the Product, as it was delivered to Licensee, will function substantially in accordance with the documentation for one year after the Effective Date of this Agreement or any License Supplement.
- 14.2 Year 2000 Information. The Product is a utility program which transports and prints data. It is not an application program and it does not process or manipulate Licensee’s data, including dates. However, the Licensor warrants that the Product supports, transports and prints dates beyond December 31, 1999, and that the Product’s functionality will not be affected by the year 2000.
- 14.3 Trap Date Mechanism. The Product contains a trap date mechanism in the Product’s control libraries that will cause the Product to cease to operate on the trap date which is set by Licensor. This mechanism allows Licensor to extend software test periods prior to customer acceptance and acquisition of the Product. The purpose of this trap date mechanism is to ensure the payment of license fees. Upon receipt of this Agreement or a License Supplement properly signed by Licensee and the full payment of license fees for the Product, Licensor will provide Licensee a license key that will disable the trap date mechanism. The license key has no expiration date. Further, the Licensor has no remote access to the Product.
- 14.4 Limited Maintenance and Support Warranty. LRS warrants that it will perform the services detailed in Section 10.0 with reasonable care and skill and that during the term of this Agreement, the Product and improvements, enhancements, extensions and other changes to the Product will function substantially in accordance with the documentation and will not violate the other warranties set forth in the Agreement.
- 14.5 NO OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 14.0, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 14.6 EXCLUSIVE REMEDY. LICENSEE’S EXCLUSIVE AND SOLE REMEDY FOR THE BREACH OF THE WARRANTIES CREATED IN SECTION 14.1-14.3 SHALL BE LIMITED TO REPAIR OF DEFECTS OR REPLACEMENT OF LICENSED PRODUCT OR A RETURN OF THE LICENSE FEES AT THE CHOICE OF THE LICENSEE. LICENSEE’S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE WARRANTIES GIVEN IN SECTION 14.4 SHALL BE LIMITED TO REPAIR OF DEFECTS OR REPLACEMENTS OF THE PRODUCT, OR, IN THE EVENT LICENSOR IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE PERIOD OF TIME, LICENSEE SHALL BE ENTITLED TO A REFUND OF ALL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH.

9. Delete Section 19 in its entirety and replace with the following:

“Customer may not disclose or make available to third parties the Product or any portion thereof without LRS’ prior written approval, except as specifically allowed under Section 6.0. LRS has the exclusive right to modify and enhance the Product, and the Customer hereby agrees that it will make no effort to reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Product. Nothing contained in this Agreement shall prohibit either party from seeking injunctive relief for violation or threatened violation of this Section 19, as both parties agree that a material breach of Section 19 would give rise to irreparable harm not adequately compensable by money damages.”

In all other respects, the General Terms and Conditions (Version-Form Cl .0) shall remain in full force and effect.

**ACCEPTED BY
LICENSEE:**
El Dorado County
360 Fair Lane
Placerville, CA 95667

**ACCEPTED BY
LICENSOR:**
Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

X _____ ←

Signature
WILLIAM S. BRADLEY Chairman
Print Name

Board of Supervisor

June 20, 2000
Date

William S. Bradley
Signature

John F. Howerter
Print Name

Sr. Vice-President-Product Marketing

6/27/00
Date CA0304

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

By Margaret E. Moody
DEPUTY 6/20/2000

The County Officer or employee with responsibility for administering this Agreement is Woodrow Covington, Information Services Technology Manager, Information Services Department.



EXHIBIT "A"

Levi, Ray & Sharp, Inc.

ENTERPRISE PRINT MANAGEMENT

Confidential Maintenance Price List (United States and Canada) Mainframe Products For CPUs 250 MIPS and Below

CPU Group	VPS®	VMCF/ICS®, VMCF/VTAM®, VMCF/WinInws	Report Browse	VPS/TCPIP	VPS/PPDS	VPS/SES to AFP, VPS/PCL	DRS	DRS/ TCPIP	DRS/ STI	DRS/ NATURAL
PC 500 Svr	\$1,203	\$298	\$620	\$684	\$597	\$1,017	\$447	\$897	\$1,345	\$828
R390	1,605	368	826	1,042	909	1,552	684	1,196	1,794	1,104
15	2,011	497	1,034	1,139	994	1,698	747	1,495	2,242	1,380
18	2,011	497	1,034	1,139	994	1,698	747	1,495	2,242	1,380
20	2,011	497	1,034	1,139	994	1,698	747	1,495	2,242	1,380
25	2,527	612	1,148	1,427	1,263	2,149	880	1,762	2,641	1,506
28	2,527	612	1,148	1,427	1,263	2,149	880	1,762	2,641	1,506
29	3,045	747	1,283	1,714	1,512	2,583	1,014	2,030	3,046	1,877
30	3,045	747	1,283	1,714	1,512	2,583	1,014	2,030	3,046	1,877
31	3,543	880	1,398	1,991	1,760	2,998	1,111	2,220	3,331	2,055
32	3,543	880	1,398	1,991	1,760	2,998	1,111	2,220	3,331	2,055
35	3,543	880	1,398	1,991	1,760	2,998	1,111	2,220	3,331	2,055
38	4,040	1,014	1,512	2,279	2,011	3,431	1,245	2,491	3,735	2,304
40	4,555	1,111	1,629	2,564	2,279	3,865	1,378	2,756	4,134	2,550
50	5,074	1,245	1,762	2,852	2,564	4,298	1,512	3,026	4,538	2,798
60	5,590	1,378	1,876	3,138	2,852	4,749	1,629	3,255	4,884	3,012
70	6,087	1,512	1,972	3,427	3,138	5,165	1,762	3,522	5,284	3,261
80	6,585	1,629	2,105	3,695	3,427	5,544	1,876	3,752	5,627	3,473

County's Group ↑

- (1) Product maintenance for the first year is included in the perpetual license fee.
 - (2) CPU(s) between 215-250 MIPS are classified by LRS as a group 80, for processors above 250 MIPS please see page 2.
- Prices are exclusive of sales tax.
Prices effective October 1, 1999

Revised August 24, 1999



EXHIBIT "A"

Levi, Ray & Shoup, Inc.

ENTERPRISE PRINT MANAGEMENT

Confidential Maintenance Price List (United States and Canada) Mainframe Products For CPUs above 250 MIPS

MIPS Rating	CPU Group	VPS®	VMCF/CICS®, VMCF/VTAM®, VMCF/Windows	Report Browse	VPS/ICPIP	VPS/IPDS	VPS/XES to AFP, VPS/PCL	DRS	DRS/TCPIP	DRS/STI	DRS/NATURAL
251-300	90	\$7,163	\$1,769	\$2,287	\$4,586	\$4,085	\$6,530	\$2,326	\$4,073	\$6,105	\$3,776
301-400	100	9,020	2,228	2,724	5,777	5,143	8,223	2,926	5,122	7,688	4,749
401-500	110	10,669	2,631	3,020	6,825	6,083	9,708	3,462	6,050	9,074	5,612
501-600	120	12,208	3,014	3,161	7,808	6,956	11,106	3,953	6,912	10,374	6,414
601-700	130	13,679	3,376	3,540	8,747	7,789	12,432	4,429	7,743	11,609	7,175
701-800	140	15,108	3,729	3,909	9,658	8,600	13,727	4,890	8,547	12,814	7,922
801-900	150	16,408	4,048	4,244	10,483	9,333	14,897	5,306	9,275	13,903	8,598
901-1,000	160	17,576	4,334	4,544	11,226	9,994	15,951	5,679	9,927	14,880	9,203
1,001 - 1,100	170	19,176	4,551	4,771	12,248	10,496	17,403	6,197	10,425	15,629	9,759
1,101 - 1,200	180	20,175	4,788	5,020	12,885	11,042	18,311	6,519	10,968	16,442	10,268
1,201 - 1,300	190	21,086	5,004	5,246	13,467	11,541	19,137	6,813	11,465	17,186	10,731
1,301 - 1,400	200	21,917	5,202	5,454	13,998	11,996	19,892	7,082	11,915	17,862	11,154
1,401 - 1,500	210	22,671	5,381	5,641	14,480	12,408	20,577	7,326	12,326	18,477	11,538
1,501 - 1,600	220	23,357	5,543	5,811	14,918	12,785	21,198	7,547	12,699	19,035	11,886
1,601 - 1,700	230	23,978	5,691	5,967	15,315	13,124	21,762	7,748	13,037	19,542	12,203
1,701 - 1,800	240	24,539	5,823	6,105	15,674	13,431	22,271	7,929	13,341	20,000	12,489
1,801 - 1,900	250	25,044	5,943	6,231	15,996	13,707	22,730	8,093	13,616	20,411	12,746
1,901 - 2,000	260	25,500	6,051	6,344	16,287	13,956	23,144	8,240	13,863	20,783	12,977

(1) Product maintenance for the first year is included in the perpetual license fee.

Prices are exclusive of sales tax.
Prices effective October 1, 1999

Revised August 24, 1999

SOFTWARE LICENSE AGREEMENT #C23-005
Additional Terms and Conditions

THIS AGREEMENT, made and entered into this 18 day of July 1992, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "Licensee", and Levi, Ray and Shoup, Inc., an Illinois corporation, hereinafter referred to as "Licensor".

NOTWITHSTANDING any other conditions contained herein, the following additional terms and conditions shall be added and made by reference a part of this agreement.

I. AGREEMENT DOCUMENTS: The agreement documents, constituting the entire agreement between the parties hereto shall consist of documents listed in numerical order below. In the event of a conflict in two or more of the provisions contained within these documents, the conflict shall be resolved in favor of an interpretation which is provided in the provision contained within the document having the lowest number as shown below.

1. This Agreement
2. General Insurance Requirement
3. Standard License Agreements
 - A. VTAM PRINTER SUPPORT
 - B. VPS REPORT BROWSE
 - C. VMCF/VTAM COMMAND INTERFACE
4. General Terms and Conditions

Parties acknowledge that this Agreement, together with all documents incorporated herein, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, and all other prior communications between the parties relating to subject matter of agreement.

II. GOVERNING LAW: This contract shall be governed in accordance with the laws of the State of California.

III. WITHHOLDING (Form 730): In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, and Disability Insurance) and income taxes may be withheld from any payments made under the terms of this agreement if Licensor falls under the "Contract-Employee" category as determined by County prior to execution of this agreement.

IV. INDEPENDENT CONTRACTOR: Licensor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which he performs the services required by the terms of this contract. Licensor exclusively assumes the responsibility for the acts of its subcontractors, associates, and employees as they relate to services to be provided during the course and scope of their employment.

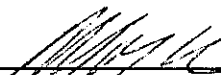
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first written above.

COUNTY OF EL DORADO

Dated:

6/18/92

By



Anita York
Purchasing Agent
"Licensee"

LEVI, RAY & SHOUP, INC.

Dated:

June 4, 1992

By


Harry E. Hagerman, Jr.
Vice President
"Licensor"

GENERAL INSURANCE REQUIREMENT

Exhibit "A"

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than Five Hundred Thousand Dollars (\$500,000) is required in the event motor vehicles are used by the Consultant in the performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the County; and

- (H) 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant'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 the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this agreement for not less than three (3) years following completion of performance of this agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by contracting County Department either independently or in consultation with Risk Management Division, as essential for protection of the County.

Indemnity: Consultant shall indemnify and defend the County of El Dorado against and hold it harmless from any and all loss, damage and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including the property of County and/or injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Consultant's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

LEVI, RAY & SHOUP, INC.
"A"
Standard License Agreement #C23-005

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor), an Illinois Corporation, and the Customer identified below (hereafter referred to as Licensee) consists of Paragraph A below and Licensors' General Terms and Conditions. (Version-Form C1.0)

Paragraph A - Parties and Product

1. In accordance with the provisions of this Agreement, Licensor will provide Licensee with the Product(s) listed in the following paragraph, as specified in Licensors' current Product documentation, for use by Licensee identified below, on the CPU(s) specified below or on subsequent Paragraph A's:

Computer Room Address: 360 Fair Lane, Placerville, CA 95667

CPU'S: Mfgr. IBM Machine 4381 Model No. 92E Serial No. 15746

2. The Product(s) to be provided are:

Product Name(s)	Perpetual License Fee
VTAM PRINTER SUPPORT	\$12,000.00 U.S.

3. Payment Terms:

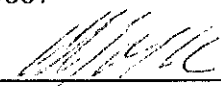
SINGLE \$12,000.00 U.S.

4. License Term:

PERPETUAL

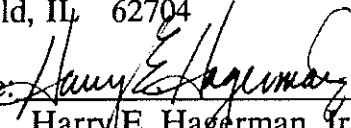
ACCEPTED BY LICENSEE:

El Dorado County
330 Fair Lane
Placerville, CA 95667

Signature: 
Name: Anita York
Title: Purchasing Agent
Date: 11/31/92

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

Signature: 
Name: Harry E. Hagerman, Jr.
Title: Vice-President
Date: June 4, 1992
CA0304

LEVI, RAY & SHOUP, INC.
"B"
Standard License Agreement #C23-005

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor), an Illinois Corporation, and the Customer identified below (hereafter referred to as Licensee) consists of Paragraph A below and Licensors' General Terms and Conditions. (Version-Form C1.0)

Paragraph A - Parties and Product

1. In accordance with the provisions of this Agreement, Licensor will provide Licensee with the Product(s) listed in the following paragraph, as specified in Licensors' current Product documentation, for use by Licensee identified below, on the CPU(s) specified below or on subsequent Paragraph A's:

Computer Room Address: 360 Fair Lane, Placerville, CA 95667

CPU'S: Mfgr. IBM Machine 4381 Model No. 92E Serial No. 15746

2. The Product(s) to be provided are:

Product Name(s)	Perpetual License Fee
VPS REPORT BROWSE	\$5,500.00 U.S.

3. Payment Terms:

SINGLE \$5,500.00 U.S.

4. License Term:

PERPETUAL

ACCEPTED BY LICENSEE:

El Dorado County
330 Fair Lane
Placerville, CA 95667

Signature: _____
Name: Anita York
Title: Purchasing Agent
Date: 6/15/92

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

Signature: _____
Name: Harry E. Hagerman, Jr.
Title: Vice-President
Date: June 4, 1992
CAO304

LEVI, RAY & SHOUP, INC.

"C"

Standard License Agreement #C23-005

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor), an Illinois Corporation, and the Customer identified below (hereafter referred to as Licensee) consists of Paragraph A below and Licensors' General Terms and Conditions. (Version-Form C1.0)

Paragraph A - Parties and Product

- In accordance with the provisions of this Agreement, Licensor will provide Licensee with the Product(s) listed in the following paragraph, as specified in Licensors' current Product documentation, for use by Licensee identified below, on the CPU(s) specified below or on subsequent Paragraph A's:

Computer Room Address: 360 Fair Lane, Placerville, CA 95667

CPU'S: Mfgr. IBM Machine 4381 Model No. 92E Serial No. 15746

- The Product(s) to be provided are:

Product Name(s)

VMCF/VTAM COMMAND INTERFACE

Perpetual License Fee

\$ 3,000.00 U.S.
\$3,300.00 U.S. *HEH*

- Payment Terms:

SINGLE \$3,000.00 U.S.

- License Term:

PERPETUAL

ACCEPTED BY LICENSEE:

El Dorado County
330 Fair Lane
Placerville, CA 95667

Signature: *Anita York*
Name: Anita York
Title: Purchasing Agent
Date: 8/15/92

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

Signature: *Harry E. Hagerman, Jr.*
Name: Harry E. Hagerman, Jr.
Title: Vice-President
Date: June 4, 1992
CA0304

Levi, Ray & Shoup, Inc.

GENERAL TERMS AND CONDITIONS
(Version-Form Cl.0)

Definitions

1. Parties. These general Terms and Conditions and Paragraph A constitute the License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as Licensor); and the Customer (hereafter referred to as Licensee) identified in Paragraph A.
2. Agreement. This Agreement consists of these General Terms and Conditions and Paragraph A attached hereto. These Terms and Conditions are general terms and conditions for the licensing of Licensor proprietary computer software products and related proprietary materials. More than one Paragraph A may incorporate these Terms and Conditions by reference. Each Paragraph A, taken together with these Terms and Conditions, shall constitute a separate Agreement, and shall be considered independent of any other agreement between the parties which incorporate these Terms and Conditions.
3. Product. The term "Product" means one or more of the proprietary computer software programs identified in Paragraph A, all related materials, documentation, information and the published specifications for the Product. Paragraph A may identify more than one product, or more than one copy of any product.
4. Designated CPU. The term "Designated CPU" means the machine on which Licensee uses the Product.
5. Grant of License. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a nonexclusive, nontransferrable license to use the Product in accordance with this Agreement during the term specified in Paragraph A. Licensee acknowledges and agrees that the Product is the proprietary information and a trade secret of Licensor, and that this Agreement grants Licensee no title or rights of ownership in the Product whatsoever.
6. Restrictions on Use. Licensee is authorized to use the Product only on the Designated CPU(s) specified in Paragraph A. The Product may be used by authorized user(s) of Licensee on the Designated CPU(s) licensed.
7. Use on Other Than Designated CPU. Notwithstanding the foregoing restrictions on use, Licensee may use the Product on other than the Designated CPU in the following circumstances:
 - (a) if the Designated CPU cannot be used because of equipment or software malfunctions or an Act of God, Licensee may temporarily use the product on another CPU; and
 - (b) if the Designated CPU is replaced by Licensee, Licensee may designate a successor CPU. Licensee must give Licensor written notice thirty days prior to use on a replacement CPU as described in this circumstance (b). Licensee must give Licensor written notice within thirty days after beginning use at a backup site as described in circumstance (a), if that use exceeds three business days.
 - (c) when Licensee replaces the Designated CPU, the written

notice provided to Licensor in (b) above must contain the manufacturer, machine number, model number and serial number of both the replaced and replacing CPU(s). Licensee agrees to pay Licensor an Upgrade License Fee equal to the difference between the then current published CPU License fees for the replaced and replacing CPU's. No multiple CPU discounts will apply to this Upgrade CPU License Fee. Licensor will not provide a refund, in the event that the replacing CPU is smaller than the replaced CPU.

8. Proprietary Markings. Licensee agrees not to remove or destroy any proprietary markings or confidential legends placed upon or contained within the Product or any related materials or documentation.
9. Multiple CPU Discounts. Multi-CPU discounts are offered after the first license is acquired, provided the additional CPU(s) are located within the same computer room. Maintenance and support for the additional CPU(s) licensed will be at no additional charge until the maintenance anniversary date for this computer room. (First CPU licensed).

Maintenance and Support

10. Maintenance and Support. Subject to the terms, conditions and charges set forth for maintenance, Licensor will provide Licensee with maintenance and support services for the Product as follows:
 - a. Licensor will provide such assistance as is necessary to cause the Product to perform in accordance with its published specifications;
 - b. Licensor will provide such improvements, enhancements, extensions and other changes to the Product developed by Licensor;
 - c. Licensor will provide updates to the Product if and as required to cause it to operate with new releases of the operating system, so long as such updates are technically feasible.
11. Maintenance Charges for Limited Term Licenses. Where the license term specified in Paragraph A is other than perpetual, all charges for maintenance and support are included in the license fee.
12. Maintenance Charges for Perpetual Licenses. Where the license term is perpetual, and the payment term specified in Paragraph A is SINGLE, there will be no additional charge for maintenance and support during the first year of the license term for the first CPU licensed in each computer room. Where the license term is perpetual and the payment term specified in Paragraph A provides for installment payments, there will be no additional charge for maintenance and support during the installment payment term.
 - a. Charges for Subsequent Year. For each year after the first year of SINGLE payment perpetual license, or for each year after any installment payment term for a perpetual license, Licensor will continue to provide Licensee with maintenance and support, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

- b. Standard Maintenance Rate. The rate charged for maintenance will be 15% of the then current total applicable CPU license fees for all CPU's licensed in this computer room. This fee is payable for each computer room receiving maintenance.
13. Reinstatement of Maintenance. If the annual maintenance fee is not received by the anniversary date of the license term for any year in which maintenance is due, maintenance and support services will be suspended. Should the Licensee elect to reinstate maintenance for the Product after maintenance has been suspended, all annual maintenance fees accrued and unpaid for the entire license term must be paid.

Warranty

14. Warranty. Licensor warrants the Product and all materials relating thereto were, in fact, conceived and developed by Licensor; that no other individual or entity has any right to sell, lease, give away, distribute, or otherwise make available for any purpose. Unless stated otherwise in Paragraph A, Licensor hereby warrants that the Product, as delivered by Licensor, if properly installed, is capable of operating in conformance with the Product's current published specifications.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

Trade Secret, Patent and Copyright Indemnification

15. Licensor agrees to indemnify Licensee and to hold it harmless from all damages awarded against Licensee and all reasonable expenses incurred by Licensee as the result of any claim of trade secret, patent or copyright infringement asserted against Licensee by virtue of Licensee's use of the Product as delivered by Licensor and maintained in compliance with the license provisions of this Agreement, provided that Licensor shall be given prompt notice of any such claims and the right to control and direct the investigation, preparation, defense and settlement of each such claim and further provided that Licensee shall fully cooperate with Licensor in connection with the foregoing. Should the Product as delivered by Licensor become, or in Licensor's opinion, be likely to become the subject of a claim of infringement of a trade secret, patent or copyright, Licensor may at its option and expense either (a) procure for Licensee the right to continue to use the Product as contemplated hereunder, or (b) replace or modify the Product and/or modify its use to make its use hereunder noninfringing. If neither option is reasonably available to Licensor then this Agreement may be terminated at the option of either party hereto without further obligation or liability except as provided in Paragraphs 19 and 20 hereof. Licensor shall have no liability for any claim of trade secret, patent or copyright infringement based on Licensee's use or combination of the Product with products or data not supplied by Licensor as part of the Product.

Limitation of Liability

16. Modification of Product by Licensee. Any modification of the Product by Licensee or any failure by Licensee to implement any improvements or updates to the Product as supplied by Licensor shall void Licensor's maintenance and support obligations under Paragraph 10, Licensor's warranty under Paragraph 14 and Licensor's indemnity under Paragraph 15 of these Terms and Conditions, unless Licensee has obtained prior written authorization from Licensor permitting such modification or failure to implement.
17. Limitations on Licensor's Liability. EXCEPT AS PROVIDED IN PARAGRAPH 15 ABOVE, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OF THE PRODUCT OR THE MARKETING, DELIVERY, INSTALLATION, FURNISHING, MAINTAINING OR SUPPORTING OF THE PRODUCT BY LICENSOR. Licensee agrees that (except as provided in Paragraph 15 above) Licensor's liability for damages, if any, shall not exceed the charges paid to Licensor by Licensee for its use of the Product under this Agreement.

Payment

18. Payment. Licensor will invoice Licensee for the amount due on delivery of the Product as specified in Paragraph A. Subsequent charges will be invoiced at the beginning of the period to which they apply. All payments shall be due and payable within 30 days after Licensee's receipt of an invoice from Licensor. Licensee's obligation to pay all accrued charges shall survive the expiration or termination of this Agreement.

Confidentiality; Nondisclosure

19. Confidentiality; Nondisclosure. Licensee hereby agrees that:
- a. the Product is proprietary to Licensor and has been developed as a trade secret at Licensor's expense. Licensee agrees that it will hold and use the Product in the same manner as it deals with its own proprietary information and trade secrets and that Licensee will not divulge, nor permit any of its employees, agents or representatives to divulge any data or information with respect to the Product or the programs and technology embodied therein or any other documentation, models, descriptions, forms instructions or other information relating thereto.
 - b. neither the Product nor any part thereof received by Licensee from Licensor under this Agreement shall be duplicated (except for archive and normal security backup purposes) or in any way disclosed to others, in whole or in part, without the prior written permission of Licensor. Such prohibition on disclosure shall not apply to disclosures by Licensee to its employees, provided such disclosures are reasonably necessary to Licensee's use of the Product, and provided further that Licensee shall take all reasonable steps to ensure that the Product is not duplicated or disclosed by such employees in contravention of this Agreement. It is expressly understood and agreed that the obligations of this Section shall survive the expiration or termination of this Agreement or any provision hereof.
 - c. Notwithstanding the above, neither party shall have any

liability or obligation to the other for, nor be in any way restricted in, its disclosure, marketing or use of the product or other information or data which:

1. is or becomes publicly known through no wrongful act; or
2. is received lawfully from a third party without restriction and without breach of this Agreement; or
3. is disclosed pursuant to an enforceable order of a court of competent jurisdiction.

Termination

20. Basis for Termination by Licensor. Licensor shall have the right to terminate this Agreement without further obligation or liability to Licensee if (i) Licensee is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of thirty (30) days after the last day on which such payment is due, or (ii) Licensee commits any other breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensor of such breach.
21. Basis for Termination by Licensee. Licensee shall have the right, without further obligation or liability to Licensor (except as specified in Paragraphs 18, 19 and 22 hereof) to terminate this Agreement if Licensor commits any breach of this Agreement. Licensor shall have up to ninety (90) days after receipt of written notice by Licensee of such breach, to correct and remedy such breach, which could result in program modifications or additional research and development of the Product.
22. Disposition of Product on Termination. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Licensee hereunder shall immediately cease, and Licensee shall immediately; (i) return the Product to Licensor together with all reproductions and modifications of the Product and all copies of any documentation, notes and other materials respecting the Product; (ii) purge all copies of the Product or any portion thereof from all designated CPU(s) and from any computer storage device or medium on which Licensee has placed or has permitted others to place the Product; and (iii) give Licensor a written certification that Licensee has complied with all of its obligations under this Section. Licensor's termination of this Agreement and/or repossession of the Product shall be without prejudice to any other remedies that Licensor may lawfully have.

General

23. Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgment even though Licensor may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

24. Notice. Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address stated in Paragraph A, or at such other address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given or made when delivered personally or when placed, properly addressed and postage prepaid, in the United States mail.
25. Entire Agreement. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referenced herein.
26. Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives, except that Licensee may not assign this Agreement nor any right granted hereunder, in whole or in part, without Licensor's prior written consent. Such consent shall not be unreasonably withheld.
27. Escrow of Software. Licensor warrants that they do maintain an escrow account for the source programs for the product(s). Should Licensor cease operations for any reason, or cease to provide maintenance and support for the subject product(s) to all Licensee's or a substantial portion thereof, Licensee shall be provided with a copy of all source programs and documentation. In such event, use and nondisclosure responsibilities of this License Agreement shall apply equally to the source programs and documentation provided.
28. Taxes. Licensee is responsible for the payment of any and all taxes. Licensor is only liable for the payment of taxes based on Licensor's net income.
29. Governing Law; Severability. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding that body of law applicable to choice of law. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.
30. Compliance with the Law. The parties mutually agree that they will comply with all federal, state and local law and regulations governing the use of the Product.