

“AMENDMENT TWO”
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>
1. Upgrade Proposal per attached Proposal including: Modify Pre-Booking Component Develop EDSO Approved Pre-Booking printed form Booking Imaging Component Booking Live Scan Integration Pre-Booking/Imaging Integration into "FTO"	\$ 65,000.00	Existing
2. Jail Management Package Phase 1 per Proposal	\$ 75,000.00	
3. Jail Management Package Phase 2 per Proposal	\$ 25,000.00	
4. Upgraded Maintenance Service Plan Covering Booking Images, Livescan Integration, Laptop Images, Booking Integration into Laptop and related enhancement products	\$ 11,400.00	N/A
Five days per year on-site Training Consecutive days on a mutually agreed date	\$ 1,000.00/day	N/A

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Two" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment, including Exhibit A and Exhibit B, 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 Two" 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 Two" 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: *Penny Humphreys*
Title: PENNY HUMPHREYS, Chair
Date: June 26, 2001

Address: _____

ACCEPTED BY:

LICENSOR: TranNet Corporation
By: *[Signature]*
Title: President
Date: JULY 26, 2001

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

C50101

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

By *Margaret E. Moody*
DEPUTY
6-26-01