



AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. successor-in-interest to Infor Global Solutions (Massachusetts), Inc. f/k/a Extensity, Inc. And Geac Enterprise Solutions, Inc. ("Infor") and El Dorado County California ("Customer") in accordance with the License Agreement dated August 11, 1992, as amended, (individually and collectively "the Agreement") do hereby renew maintenance and support for the term and Systems below:

<u>Systems and Version</u>	<u>Annual Maintenance and Support Fees</u>	
Payroll/Personnel System - IBM/MVS E Series including Position Control, History, and Benefits Modules	\$	72,572.82
Active Client for HR: E Payroll		included
Active Client for HR: E Personnel		included
Active Client Seats - 25 Users		included
Connector Foundation 5.0 (with DAF Builder)		included
Active Access Named Users - 2500 Users		included
Employee Self Service™ (E Series) - An Active Access Product for Host		included
IBM WEBSHERE® Host Access Transformation Service for use with Active Client		included
Renewal Period: 08/23/09 - 08/22/10		
	TOTAL FEES	\$ <u>72,572.82</u>

1. The parties agree that the Total Fee paid for the Systems hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending August 22, 2012 ("Initial Period"). Customer's payment of the Total Fees and annual renewal fees through the Initial Period shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. a. Customer shall pay the Total Fees set forth above no later than August 15, 2009.
- b. For a period of two (2) years from the expiration of the Renewal Period above the annual fees charged Customer for maintenance and support for the Systems set forth above shall be as follows:

<u>Annual Fees</u>	<u>Renewal Periods</u>
\$74,750.00	08/23/2010-08/22/2011
\$76,992.50	08/23/2011-08/22/2012

Customer shall be invoiced by Infor for the applicable Annual Fee no sooner than ninety (90) days prior to the commencement date of the applicable annual Renewal Period noted herein. Each such invoice shall be paid no later than the commencement date of the applicable annual Renewal Period, but in any event no later than thirty (30) days beyond the commencement date thereof.

3. a. The Initial Period for the Programs set forth above is a fixed term and support & maintenance services cannot be cancelled during the Initial Period. If Customer fails to pay to Infor any of the annual support and maintenance fees when due for any annual period noted herein, then, in addition to any other remedies Infor may exercise, Customer shall pay to Infor the total fees specified herein, less any amounts previously paid to Infor as liquidated damages ("Liquidated Damages") and not as penalty. The parties agree that damages due to non-payment by Customer will be difficult to ascertain and that the amount set forth herein is a fair and reasonable estimation of Infor's damages and therefore agree that Customer shall pay such Liquidated Damages.

b. After the Initial Period, and for so long as Infor generally provides maintenance and support to its customers, this Amendment shall automatically renew and Customer shall pay for one-year periods (each a "Renewal Period") at Infor's then-current fees unless Customer provides Infor with written notice of non-renewal at least thirty (30) days prior to the end of such Initial or Renewal Period.

c. If Customer licenses additional Infor software applications and/or users during the Initial Period, the annual support and maintenance fees shall increase accordingly pursuant to the then-current list fees.

4. Subject to Customer's compliance with this Amendment, Customer shall receive maintenance and support for the Active Client for HR:E Payroll and Active Client for HR:E Personnel for no additional fees for as long as Customer remains on maintenance and support for the corresponding Programs set forth above and for so long as Infor generally provides maintenance and support to its customers.

It is acknowledged that Infor granted to Customer a perpetual, nonexclusive and nontransferable license for the Active Client for HR:E Payroll, Active Client for HR:E Personnel, and applicable Active Client Seats per the terms of the Amendment to Agreement between the parties dated August 11, 1992 between the parties .

5. This offer is only valid until August 31, 2009.
6. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

Infor Global Solutions (Michigan), Inc.

El Dorado County California
Customer

By _____
Authorized Representative

By _____
Authorized Representative

Name Printed _____

Name Printed _____

Title _____

Title _____

Date _____

Date _____