

ORIGINAL

KPMG Consulting, LLC

MAINTENANCE SERVICES AGREEMENT

LICENSEE: County of El Dorado

LICENSE DATE: June 2, 2000

LICENSOR: KPMG Consulting, LLC

EFFECTIVE DATE: July 1, 2000

LICENSOR LOCATION: KPMG Consulting, LLC
2300 Clarendon Blvd., Suite 900
Arlington, Virginia 22201

LICENSEE:

Licensee Name:	<u>County of El Dorado</u>	Bill to Address (if different):	
Contact:	<u>Mr. Gary Coverdale</u> <u>Senior Program Analyst</u>		<u>Ms. Roxanne Sackett</u> <u>Admin. Assistant for IS</u>
Address:	<u>CIS Department</u> <u>360 Fair Lane</u> <u>Placerville, CA 95667</u>		<u>CIS Department</u> <u>360 Fair Lane</u> <u>Placerville, CA 95667</u>
Phone:	<u>530-621-5412</u>	Phone:	<u>530-621-6550</u>
Fax:	<u>530-621-2187</u>	Fax:	<u>530-295-2515</u>
Email:	<u></u>	Email:	<u></u>

WHEREAS, the parties have entered into a software license agreement (the "License Agreement") pursuant to which KPMG Consulting, LLC (KPMG), granted the Licensee a license to use the software designated in Appendix A (the "System") in the Licensee's technical environment (i.e., computer platform and operating system) (the "Equipment") set forth in Appendix B; and

WHEREAS, KPMG is making available, and the Licensee wants KPMG to provide, Maintenance services with respect to the System after the expiration of the Warranty Period provided in the License Agreement;

NOW, THEREFORE, it is hereby agreed as follows:

KPMG will provide the Licensee with Maintenance services as set forth in this Agreement ("Maintenance Services").

1. Maintenance Services.

a. KPMG will provide Maintenance Services during the term of this Agreement, as follows, provided that Licensee has satisfactorily installed the System in accordance with KPMG's installation instructions by the Effective Date specified above. If Licensee has not completed satisfactory installation of the System by the Effective Date specified above, KPMG reserves the right, at its sole discretion, to terminate this Agreement upon written notice to the Licensee. Further, if, immediately before the Effective Date of this Agreement, the System was covered by neither the Software Operation Warranty under the License Agreement (as that term is defined therein) nor this or any other KPMG Maintenance Services agreement, then KPMG shall have no obligations with respect to any Software Errors (as hereinafter defined) or other defects or problems disclosed by such acceptance testing, and the Licensee shall pay KPMG for any efforts by KPMG to repair such Software Errors or other defects or problems at KPMG's then current standard rates. In that event, KPMG will not be obligated to

provide Maintenance Services hereunder unless and until such Software Errors or other defects or problems are repaired.

(i) KPMG shall, at Licensee's request, make commercially reasonable efforts to correct any programming errors, defects or malfunctions in the System (collectively, "Software Errors") and/or to provide Licensee a patch or work around for such Software Errors: (A) as soon as is reasonably practicable, with respect to Software Errors that prevent or seriously impair the performance of one or more major functions of the System or that have been demonstrated to render the System inoperative, or (B) in a subsequent general Release (as hereinafter defined) of the System, with respect to other Errors. Licensee acknowledges and agrees that (A) KPMG is only required to make commercially reasonable efforts in connection with this section 1 and that KPMG makes no warranty or guarantee that such efforts will always be successful, (B) there is no warranty or guarantee that any subsequent release of the System will occur during the term of this Agreement, and (C) the Licensee will not be entitled hereunder to receive such new release if it is released after the term of this Agreement. KPMG shall reasonably determine whether any Software Error prevents or seriously impairs the performance of one or more major functions of the System or has been demonstrated to render the System inoperative.

(ii) Duly qualified KPMG staff will respond to any queries or problems concerning the System and its operation communicated by the Licensee to KPMG by telephone or in writing (including, without limitation, by electronic mail). All Software Errors must be communicated to KPMG in writing as described in Section 1.b.(iii) below. KPMG responses will be communicated to the Licensee by telephone or in writing. Responses to Software Errors will be communicated to the Licensee in writing.

(iii) The Licensee shall, under KPMG direction, install, implement and test any correction(s), work around(s), or patch (es) provided by KPMG to the Licensee hereunder to correct any Software Errors. Such correction(s), work around(s) or patch(es) must be installed by the Licensee within thirty (30) days after their issuance in order to obtain coverage of this Agreement for such correction(s), work around(s) or patch(es). KPMG correction(s), work around(s) or patch(es) shall be made available to the Licensee on a Web page to which the Licensee shall have access. The Licensee is solely responsible for properly following the installation, implementation and test instructions made available to it by KPMG on the Web page.

(iv) (A) KPMG may periodically announce new System releases ("Releases" and, individually, a "Release") by computer platform and operating environment.

(B) Upon written request from the Licensee, KPMG will make available to the Licensee a machine-readable copy of the Release and one complete copy of the supporting documentation. The Release will be provided to the Licensee AS IS, without any warranty of any type or nature, for installation and use.

(C) Releases are eligible for Maintenance Services hereunder only upon (i) installation by KPMG or (ii) installation by the Licensee in accordance with KPMG's installation instructions. KPMG shall have no obligation to provide on-site implementation services, including Licensee-specific data conversion programs, which service, if provided, shall be deemed Optional Support Services governed by a separate agreement between the parties.

(D) Upon written notification to the Licensee of the issuance of a new Release, KPMG shall have no obligation whatsoever to provide Maintenance Services in connection with Software Errors that are corrected in such Release. Further, upon written notification to the Licensee of any Release that is designated by KPMG by a version number that is larger than the version number of the immediately preceding Release in any digit to the left of the decimal point (such as 1.0 to 2.0) or in the first digit to the right of the decimal point (such as 1.2 to 1.5) (collectively, a "new Release"), KPMG will be relieved of any obligation to provide Maintenance Services to the Licensee for prior Releases of the System upon one (1) year after the date on which Licensee receives written notification of the new Release. The Licensee acknowledges and understands that new Releases may not operate on or with all operating systems or other UCOA (as hereinafter defined) elements and that Licensee may be required to license new or upgraded UCOA elements in order to upgrade to a new Release. The Licensee further acknowledges and agrees that KPMG shall be under no obligation to develop any new Release and that the Licensee must have a current and fully paid up Maintenance Services Agreement in effect before the Licensee is eligible to obtain a new Release. In the event that a Maintenance Services Agreement with KPMG for the System has lapsed, or the Licensee has elected not to renew a Maintenance Services Agreement with KPMG, the Licensee acknowledges and agrees that

KPMG shall provide Maintenance Services to the Licensee only after the Licensee pays KPMG the then-current Annual Fee plus all cumulative fees that would have been payable had the Licensee not suspended Maintenance Services.

(v) The Licensee acknowledges and agrees that the System is based upon third party Underlying Core Operating Applications ("UCOA"), including, without limitation, client operating system(s), relational database(s), graphical user interface(s) and software development tool(s). In the event that a UCOA software product publisher discontinues a UCOA software product, or discontinues support of a UCOA software product, KPMG will notify the Licensee of KPMG's intent to no longer utilize or support that UCOA software product and designate an alternative UCOA product to the Licensee. The Licensee acknowledges and agrees that it shall utilize the alternative UCOA product within a time period to be mutually agreed upon with KPMG (in any event not to exceed one (1) year), or KPMG may terminate this Agreement upon written notice to the Licensee. The Licensee further acknowledges that it may be required to upgrade to a new Release in order to commence to utilize such alternative UCOA, in which event it will need to obtain such upgrade in accordance with KPMG's applicable policies and fees relating to such upgrade at the same time that it obtains such alternate UCOA.

(vi) If the Licensee wishes to change hardware or software platforms ("Platforms") during the term of this Agreement, KPMG will, upon execution of a Software License Agreement between the parties, provide software and one copy of the documentation for the System to operate on the new Platform if a Release on the new Platform is then available and supported by KPMG. Nothing herein shall obligate KPMG to develop or prepare a Release for a particular Platform. Changes to a different KPMG supported database management system or from or to a different technology, e.g., client-server, will require payment for the new system database management modules and special data conversion routines for the new database at then current applicable rates. At the Licensee's request, KPMG will provide assistance in installing the System on the new Platform, provided that the parties agree in writing upon the terms pursuant to which such assistance will be provided, including, without limitation, KPMG's fees therefor. The Licensee acknowledges and understands that other supported Platforms may not be compatible or operate properly with the Licensee's hardware and software environment.

b. The Licensee shall have the following obligations in connection with Maintenance Services hereunder:

(i) Subject to KPMG's approval, the Licensee shall designate a single contact person with the professional background and experience to support the System. If KPMG determines that the Licensee contact person does not have the appropriate skills, then, at KPMG's request, the Licensee shall appoint another contact person.

(ii) The Licensee shall cooperate with KPMG in the performance by KPMG of services under this Agreement, including, without limitation, providing KPMG with reasonable facilities and timely access to data, information and personnel of the Licensee. Such access includes, without limitation, telecommunications access by KPMG to the Licensee's technical environment. The Licensee shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to KPMG for purposes of the performance by KPMG of services under this Agreement.

(iii) The Licensee shall be responsible for providing the documentation (computer listing, magnetic media, data listing, etc.) needed to define the nature and extent of any potential or actual software problem. Written inquiries must be provided with a completed copy of the Incident Report Form (Appendix C) attached hereto. KPMG will determine whether the potential problem is a Software Error. Notification by the Licensee shall not be deemed complete until KPMG receives complete documentation of the software problem.

(iv) The Licensee shall be solely responsible for making appropriate back-up copies of System data and for recovering or reconstructing data that may be altered or destroyed by a Software Error.

(v) At the Effective Date of this Agreement, the Licensee will supply to KPMG a copy of the source code of the system on computer readable media and in a format supported and approved by

KPMG. Upon completion of modification or correction of the software, the Licensee will provide KPMG with updated copies (hard copy or computer-readable media) of the modified or corrected source code.

c. This Agreement does not cover any on-site consulting, which shall be considered an Optional Support Service to be provided only if the parties agree upon the fee and other applicable terms, pursuant to a separate agreement between the parties.

d. For the Maintenance Services, the Licensee will pay KPMG an annual fee ("Annual Fee") initially calculated as outlined in Appendix D. The Annual Fee is due and payable each calendar year within thirty (30) days after the Maintenance Anniversary Date as designated in Appendix D. KPMG shall have the right to increase the Annual Fee prior to the Maintenance Anniversary Date. Any future changes in the Annual Fee will be communicated to the Licensee by a written notice three (3) months before the Maintenance Anniversary Date.

e. The Licensee shall pay any federal, state, local or foreign taxes, duties, tariffs or other assessments (other than any tax based solely on KPMG's net income) and related interest and penalties that KPMG is at any time obligated to pay or collect in connection with or arising out of the transactions contemplated under this Agreement.

f. If payment is not received within thirty (30) days of invoicing, simple interest shall accrue at the rate of one and one-half percent (1-1/2%) per month or the highest rate permitted under applicable law, whichever is less. The initiation date for interest accrual shall be the Maintenance Anniversary Date. If payment is not received by KPMG within ninety (90) days of invoicing, KPMG may terminate this Agreement or suspend performance of services hereunder until payment, including applicable interest, is received on past due invoices. If performance of services is suspended, KPMG shall have no obligation to resume such services unless and until the Licensee satisfactorily completes acceptance testing in accordance with KPMG's installation instructions and pays (i) KPMG's standard fees for any Releases released during the period of such suspension, (ii) all cumulative Annual Fees, or portion(s) thereof that would have been payable had the Licensee not suspended Maintenance Services, and (iii) KPMG's standard fees for repairing or resolving any problems or Software Errors found by the foregoing testing. The one (1) year term of this Agreement shall not be tolled or extended by the period of any suspension.

2. Modifications of the System and Equipment.

a. The License Agreement grants the Licensee the right to create derivative works based on or otherwise modify the source and resultant object programs of the System. The Licensee acknowledges and understands that KPMG shall have no obligation to provide any Maintenance Services under this Agreement with respect to any portion of the System modified by the Licensee or by any third party on behalf of the Licensee or adversely affected by any such modification unless the KPMG Managing Director identified in Section 11.a reviews such modifications and certifies in writing that the System is eligible to receive Maintenance Services hereunder. KPMG shall have no obligation to review or certify any such modifications unless each party, in the exercise of its absolute and sole discretion, agrees in writing upon the terms pursuant to which such review will occur, including without limitation KPMG's fees therefor. Even if the modified System is certified to receive Maintenance Services hereunder, such services shall in no event extend to any module or part of the System written or substantially rewritten by or on behalf of the Licensee.

b. Under the License Agreement, the Licensee is permitted to move the System to operate with new or different hardware or software subject to the conditions specified therein. The Licensee acknowledges and understands that KPMG shall have no obligation to provide any services under this Agreement with respect to any portion of the System moved to replacement or different equipment (or to a different operating system or other different software) or adversely affected by any such move unless the KPMG Managing Director identified in Section 11.a certifies in writing that the System operating with such new or replacement hardware or software is eligible to receive Maintenance Services hereunder. KPMG shall have no obligation to review or certify unless the parties, in the exercise of their absolute and sole discretion, agree upon the terms pursuant to which such certification will occur, including without limitation KPMG's fees therefor.

3. Warranties; Limitation of Liability.

a. KPMG's sole obligation under this Agreement is to perform Maintenance Services as provided herein. THIS IS A SERVICES AGREEMENT. The Licensee acknowledges and agrees that KPMG's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be made by, and shall be the sole responsibility of, the Licensee. In the event of a claim by a third party relating to services rendered by KPMG under this Agreement, the Licensee shall indemnify and hold harmless KPMG, its managing directors and employees, from all such claims, liabilities, costs and expenses, except for claims for personal injury or property damage caused by KPMG's negligence. It is acknowledged and agreed that each of the parties to this Agreement is an independent contractor and that neither party is, nor shall either party be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create any obligation on behalf of, or in the name of, the other party.

b. KPMG WARRANTS THAT IT WILL PROVIDE MAINTENANCE SERVICES IN GOOD FAITH. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 3.b, KPMG MAKES NO REPRESENTATIONS OR WARRANTIES, AND KPMG EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND SUCH IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED. KPMG MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF THE SYSTEM, ANY HARDWARE OR ANY THIRD PARTY SOFTWARE TO ACHIEVE SOME OR ALL OF THE PERFORMANCE OBJECTIVES OF THE LICENSEE, THE SYSTEM'S ABILITY TO OPERATE IN COMBINATION WITH ANY THIRD PARTY HARDWARE OR SOFTWARE, OR THAT THE SYSTEM'S OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE PARTIES AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

c. IF THE LICENSEE REPORTS ANY BREACH OF THE WARRANTY PROVIDED IN SECTION 3.b TO KPMG IN WRITING, KPMG SHALL PROMPTLY PERFORM THE SERVICES REFERENCED IN SUCH NOTICE IN ACCORDANCE WITH KPMG'S OBLIGATIONS HEREUNDER. THIS SECTION 3.c STATES THE ENTIRE OBLIGATION OF KPMG AND THE SOLE AND EXCLUSIVE REMEDY OF THE LICENSEE WITH REGARD TO ANY SERVICES RENDERED BY KPMG IN CONNECTION WITH THE SYSTEM.

d. THE LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER KPMG NOR ITS MANAGING DIRECTORS OR EMPLOYEES SHALL BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OR RELATING TO THE SYSTEM, OR ANY SERVICES RENDERED BY KPMG TO THE LICENSEE UNDER THIS AGREEMENT, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE ANNUAL FEE PAID BY THE LICENSEE TO KPMG UNDER THIS AGREEMENT. IN NO EVENT SHALL KPMG, ITS MANAGING DIRECTORS OR EMPLOYEES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR EQUIPMENT, OPPORTUNITY COSTS OR OTHER COMMERCIAL LOSS, EVEN IF THE LICENSEE IS APPRISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LICENSEE ACKNOWLEDGES AND AGREES THAT EACH PROVISION HEREIN THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH AND THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, OR IF KPMG'S COMMERCIALY REASONABLE EFFORTS ARE UNAVAILING, ALL DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SET FORTH HEREIN SHALL REMAIN IN EFFECT. THE LICENSEE ALSO ACKNOWLEDGES AND AGREES THAT (i) THE PROVISIONS OF THIS SECTION 3 SPECIFY THE PARTIES' AGREEMENT REGARDING ALLOCATION OF RISK, AND (ii) SUCH PROVISIONS ARE AN ESSENTIAL AND CENTRAL TERM OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

e. KPMG shall not have any obligation or liability to the Licensee to make any efforts to correct any Software Error or other problem, if (i) the System is not used in accordance with applicable documentation; (ii) the System has been altered, modified or revised by the Licensee without the review and certification specified in Section 2.a; (iii) the Licensee uses the System with a Platform not expressly approved in the License Agreement or certified by KPMG pursuant to Section 2.b; (iv) the UCOA, or any other third party software or hardware or any part thereof malfunctions or operates incorrectly in any respect; or (v) the Licensee does not provide KPMG access to the System and related hardware and software as required by this Agreement.

4. Term; Renewal. This Agreement shall commence on the later of (i) the date hereof or (ii) receipt of payment for the first one (1) year term hereof. This Agreement shall continue in force from year to year until termination notice is provided by either party.

5. Service Hours. KPMG will provide the Maintenance Services during the standard office hours of KPMG at its Maintenance location during normal KPMG business days (Monday through Friday, excluding Federal holidays, 8:30 a.m. to 8:30 p.m, Eastern Standard Time).

6. Termination.

a. The Licensee may terminate this Agreement at the end of the initial one (1) year term of this Agreement or the end of any one (1) year renewal term by providing sixty (60) days written notice to KPMG of its intent not to renew the Agreement.

b. This Agreement may be terminated by KPMG (i) if the Licensee breaches any of the terms and conditions of the License Agreement or this Agreement and fails to cure the breach within thirty (30) days after receiving notice of the breach or (ii) upon ninety (90) days written notice to the Licensee. If KPMG terminates this Agreement pursuant to Section 6.b.(ii), KPMG shall return a pro rata amount of the Annual Fee to the Licensee.

c. The provisions of Sections 1.d, 1.e, 1.f, 3.a, 3.d, 3.e, 7, 8, 9, 10, 12 and 13 shall survive termination or expiration of this Agreement and shall remain fully enforceable thereafter.

d. This Agreement shall terminate immediately upon any termination or expiration of the License Agreement.

7. Proprietary Rights; Confidentiality.

a. Any Error correction, patch, work around, new Release, Release or other software and related materials supplied by KPMG hereunder shall be deemed part of the "Software" under and subject to the License Agreement.

b. (i) The Licensee and KPMG acknowledge and agree that all information communicated to either the Licensee or to KPMG by the other party in connection with the performance by a party under this Agreement shall be received in confidence and used only for purposes of this Agreement, and no such confidential information shall be disclosed by the receiving party ("Recipient") or its agents or personnel without the prior written consent of the disclosing party ("Discloser"). Except to the extent otherwise required by applicable law or professional standards, the parties' obligations under this section do not apply to information that (A) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (B) was known to the Recipient or had been previously possessed by the Recipient without restriction, (C) was independently developed by the Recipient without violation of this Agreement, or (D) the Recipient and Discloser mutually agree to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. KPMG may retain, subject to the terms of this section, copies of the Licensee's confidential business information required for compliance with applicable professional standards or internal policies.

(ii) If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt

written notice to the other party's contact point listed in Section 11 herein in order to permit such other party to seek a protective order or take other action. As long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or similar court order that may have been entered in the matter. This Section 7 is intended to supplement and not supersede any obligations of confidentiality under the License Agreement.

8. Resolution of Disputes. To the fullest extent permissible under the Governing Law of this Agreement, any dispute or controversy arising out of or in connection with this Agreement or the performance or breach of this Agreement shall be resolved by binding arbitration. Such arbitration shall be conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association at a location to be mutually determined by the parties. If the parties fail to determine a mutually agreeable location for the arbitration, the arbitrator shall designate the location, which shall be within the continental United States. The arbitrator shall have substantial experience in the software business and shall determine issues of arbitrability, but may not limit, expand or otherwise modify the terms of this Agreement. The arbitrator shall not have authority to award punitive, consequential, special, indirect or incidental damages. The authority of the arbitrator to award damages in any event is and shall be limited in the aggregate as specified in Section 3 of this Agreement. Any arbitration award shall be in writing and shall specify the legal and factual bases for the award. Judgment on the award may be entered in any court having jurisdiction. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of any arbitration in confidence.

Notwithstanding the foregoing, claims for infringement or misappropriation of any copyright, patent, trade secret right, trademark or other intellectual property right will not be subject to arbitration, and neither party waives the right to submit any such claim, including any factual or legal issues relating to such a claim, to a court of competent jurisdiction. Any action relating to this Agreement must be brought within twelve (12) months of the event giving rise to the claim or shall be deemed waived; provided that either party may bring any action for infringement or misappropriation of any copyright, patent, trade secret right, trademark or other intellectual property right at any time within the applicable statute of limitations.

9. Severability and Waiver. If any provision of this Agreement shall be declared illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect. The waiver of any right or election of any remedy in one instance shall not effect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of each party. Titles and section headings are for convenient reference and are not a part of this Agreement.

10. Entire Agreement. This Agreement, the License Agreement and any Optional Support Services Agreement between the parties hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof and supersede any prior oral or written communication that relates to such subject matter. No modification to this Agreement shall be of any force or effect unless made in writing signed by both parties.

11. Notice or Payments.

a. Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement will be sufficiently made or given on the date of mailing if sent to such party by certified mail, postage prepaid, addressed as set forth below or to such other address as a party shall designate by written notice given to the other party. In the case of KPMG:

KPMG Consulting, LLC
Anne K. Sullivan, Managing Director
Proprietary Products Group
2300 Clarendon Blvd., Suite 900
Arlington, Virginia 22201

Licensor, at its sole discretion, reserves the right to designate another point of contact for Licensee notices and communications under this Agreement.

In the case of the Licensee:
County of El Dorado
360 Fair Lane
Placerville CA 95667

Attn: Gary Coverdale

KPMG and the Licensee may change their respective points of contact under this provision only through written notice to the other party.

b. Any payments required to be made by the Licensee hereunder shall be mailed to the address set forth, and in accordance with any additional instructions included, on the applicable invoice.


12. **No Assignment.** Licensee shall not assign this Agreement without the prior written consent of KPMG. **KPMG may assign this Agreement upon written notice to the Licensee.**

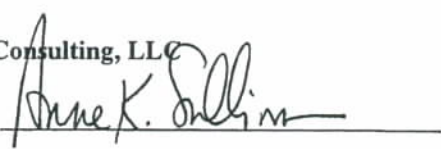
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as they would apply to contracts entered into and performed in the State of California by residents thereof.

14. **KPMG Execution.** This Agreement may be executed on behalf of KPMG only by the Managing Director designated in Section 11.a herein.

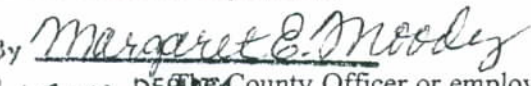
15. **Force Majeure.** Neither party shall have any liability hereunder for any failure or delay of performance caused by acts of God, floods, fires, earthquakes, storms, strikes, lockouts, disputes with employees, riot, insurrection, acts of public enemy, war, federal, state, municipal and local restrictions, prohibitions, regulations and requisitions, or other interferences beyond the control of the parties to the extent that the same prevent or delay the performance of the obligations herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

LICENSEE
By: 
Name: William S. Bradley
(Print or Type Name)
Title: Chairman, Board of Supervisors
(Print or Type Title)
Date: August 1, 2000

KPMG Consulting, LLC
By: 
Name: Anne K. Sullivan
(Print or Type Name)
Title: Managing Director
(Print or Type Title)
Date: June 1, 2000

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

by 
7-2000 DEPUTY

County Officer or employee with responsibility for administering this Agreement is Gary Coverdale, Information Services Technology Manager, Information Services Department, or his successor.

APPENDIX A

COVERED SOFTWARE

Module	Version
FAMIS	4.2
BPREP	4.2
SYSTEMWIDE	4.2
ADPICS	4.5
RIMS	4.2

APPENDIX B

EQUIPMENT

<i>Computer Manufacturer:</i>	IBM
<i>Computer Model:</i>	ES/9000 - 411
<i>OS and version:</i>	MVS 2.4
<i>Database and version:</i>	VSAM

APPENDIX C

MF Incident Report Form

Hotline #: 888-467-3570
 Fax #: 703-525-2301 Email: gfsdc@kpmg.com

Account Manager		Help Desk #	
------------------------	--	--------------------	--

Please complete the following form and forward the completed version to your KPMG Point of Contact.

Organization Information			
Check box if any of the below information has changed. Detail change(s) below.			
Organization Name		Fiscal Year End Date	
Hardware		Date of Last Update Tape Installed	
Operating System			
Current Product/Version/Integrated or Standalone (I or S)			

Incident Description	
Submitted By	
Date Submitted	
Phone Number	
Fax Number	
Client Item Number	
Product/Version	
Region (Test/Prod/other)	
Inquiry Type (Circle One)	Question Problem Documentation
Severity (Circle One)	Critical (Application Termination) Major (Functionality Issue) Average (Have a workaround) Minor (Does not cause work stoppage)
Screen Name/Number	
Brief Description of Issue	
Error # and Message (if applicable)	
Define problem and list the steps used which led up to the problem.	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.

APPENDIX C (Continued)

PS Incident Report Form

Hotline #: 888-467-3571
 Fax #: 703-525-2301 Email: gfsdc@kpmg.com

Account Manager		SQA # assigned	
------------------------	--	-----------------------	--

Please complete the following form and forward the completed version to your KPMG Point of Contact.

Organization Information			
Check box if any of the below information has changed. Detail change(s) below.			
Organization Name		Fiscal Year End Date	
Hardware		Database	
Operating System		Classification Structure (OCA, PCA, Cost Account)	
Current Product/Version/Integrated or Standalone (I or S)			
Accounting/2.x/I Purchasing/2.x/I Budget/2.x/I Asset Management/2.x/I Cost/2.x/I Inventory/2.x/I Travel/2.x/I Labor/2.x/I			

Incident Description	
Submitted By	
Date Submitted	
Phone Number	
Fax Number	
Client Item Number	
Product/Version	
Build/Patch number	
Region (Test/Prod/other)	
Inquiry Type (Circle One)	Question Problem Documentation
Severity (Circle One)	Critical (Application Termination) Major (Functionality Issue) Average (Have a workaround) Minor (Does not cause work stoppage)
Window Name	
Brief Description of Issue	
Error # and Message (if applicable)	
Define problem and list the steps used which led up to the problem	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.

APPENDIX D

ANNUAL MAINTENANCE FEES

Module	Annual Fee	Maintenance Anniversary Date
FAMIS	\$ 51,000	July 1
BPREP	\$ 13,600	July 1
SYSTEMWIDE	\$ 5,100	July 1
ADPICS	\$ 42,500	July 1
RIMS	\$ 12,750	July 1
Total Fees	\$124,950	