

SIGMA SOFTWARE LICENSE AGREEMENT #594-S0311
AMENDMENT I

This Amendment I to that Sigma Software License Agreement #594-S0311, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Licensee"), and Sigma Data Systems, a Division of CPS Human Resources Services, a California Joint Powers Agency, now owned and operating as Government Jobs.Com, Inc. dba NEOGOV, a California Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 222 North Sepulveda Blvd., Suite 2000 El Segundo, CA 90245; (hereinafter referred to as "Licensor");

WITNESSETH

WHEREAS, this is an amendment to the existing license agreement between the parties listed above and in accordance with SIGMA Software License Agreement #594-S0311 dated February 25, 2003, incorporated herein and made by reference a part hereof; and

WHEREAS, SIGMA Data Systems has been acquired by GovernmentJobs.Com, Inc. effective May 7, 2008; and

WHEREAS, GovernmentJobs.Com, Inc. has requested that the County accept work under the Software License Agreement #594-S0311 and Addendum I of said Agreement, with Sigma Data Systems by GovernmentJobs.Com, Inc.; and

WHEREAS, Sigma Data Systems will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to May 7, 2008 under the terms and conditions of Software License Agreement #594-S0311 as approved by the Purchasing Agent and executed on February 25, 2003, Addendum I, as approved by the Purchasing Agent and executed on March 14, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, Sigma Data Systems acknowledges and agrees that all existing indemnity and insurance obligations of Sigma Data Systems will remain in full force and effect for services performed prior to May 7, 2008 for the duration of the Software License Agreement #594-S0311 and Addendum I, and as thereafter required by the Agreement; and

WHEREAS, GovernmentJobs.Com, Inc. will assume all Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #594-S0311 and Addendum I to said Agreement; and

WHEREAS, the parties hereto have determined and agreed to amend **Section 8 – Notices**; and

WHEREAS, County will accept this Amendment I on condition that Sigma Data Systems and GovernmentJobs.Com, Inc., fulfill the terms and conditions of this Amendment I, to said Agreement, Addendum I to said Agreement, and the original Software License Agreement #594-S0311;

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from SIGMA Data Systems to GovernmentJobs.Com, Inc. effective May 7, 2008, and that GovernmentJobs.Com Inc. assumes all duties, covenants and obligations of Sigma Data Systems, under this Agreement and is responsible for performing all services required under the Agreement for Services #594-S0311, as amended, effective May 7, 2008, in accordance with all terms and conditions as defined in the Agreement, and Sigma Data Systems, shall remain liable, jointly and severally, for all work performed prior to May 7, 2008, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of May 1, 2008 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #594-S0311 shall be amended a first time to read as follows:

8. NOTICES

Notices sent by mail shall be considered given on the third business day after mailing or upon actual receipt, whichever is earlier. All notices, requests, demands, and reports to be given under this Agreement are to be in writing, delivered by hand, telegram, or certified or registered mail to the following address (which may be changed by written notice):

COUNTY OF EL DORADO
HUMAN RESOURCES
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: DONNA MULLENS

or to such other location as the County directs.

Notices to Licensor Contractor shall be addressed as follows:

GOVERNEMENTJOBS.COM, INC.
dba NEOGOV
222 NORTH SEPULVEDA BLVD., SUITE 2000
EL SEGUNDO, CA 90245
ATTN: DAVID GESSINGER

or to such other location as the Contractor directs.

LICENSEE CONTRACT ADMINISTRATOR

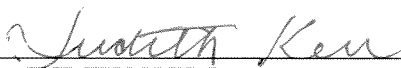
The County Office or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager of Human Resources, or successor.

Except as herein amended, all other parts and sections of this Software License Agreement #594-S0311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 3/26/09
DONNA MULLENS
CLERICAL OPERATIONS MANAGER
HUMAN RESOURCES

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 3/30/09
JUDITH KERR
INTERIM DIRECTOR
HUMAN RESOURCES

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Software License Agreement #594-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- ASSIGNEE --

Dated: 4/13/09

GOVERNMENTJOBS.COM, INC.,
dba NEOGOV
A CALIFORNIA CORPORATION

By:  _____

Scott Letournean
President

By:  _____

Dijana Davidovic
Corporate Secretary

Dated: 4/13/09

-- ASSIGNOR --

Dated: April 6, 2009

SIGMA DATA SYSTEMS
A DIVISION OF CPS HUMAN RESOURCE SERVICES
A CALIFORNIA JOINT POWERS AGENCY

By: Donald Rose

Donald Rose
Chief Financial Officer

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