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6. **Exceptions.** The following matters are not covered by basic maintenance or additional services:

6.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Hardware Products or Software Products;

6.2 Any problem caused by modifications in any version of the Software Products not made or authorized by Support Organization;

6.3 Any problem resulting from software, equipment or programming other than the Software Products;

6.4 Any problem resulting from the combination of the Software Products with such other programming or equipment to the extent such combination has not been approved by Support Organization; or

6.5 Errors in any version of the Software Products other than the most recent Release, provided that Support Organization will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days from general release of the most current Release, sufficient for You to implement the newest Release.

6.6 Any issue requiring travel to customer site.

7. **Fees and Expenses.** The initial maintenance fee for each Hardware Product and/or Software Product is set forth in Exhibit A ("Hardware Products") and/or Exhibit B ("Software Products"), as applicable. Such fee is due and payable at the beginning of the initial and each renewal year of maintenance hereunder. Maintenance fees do not include travel and living expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware (hereafter "Additional Costs"). You agree to pay such Additional Costs, when and as the services are rendered and the expenses incurred, as invoiced by Support Organization. Support Organization reserves the right to require prepayment or advance deposit for such Additional Costs in some instances. You are also responsible for sales or use taxes and state and local property or excise taxes associated with your licensing, possession, or use of the Hardware Products and/or Software Products or any associated services. Support Organization may change

its maintenance fees at any time effective as of the next maintenance term anniversary date, provided that Support Organization gives You at least thirty (30) days' prior written notice of the change and provided that Support Organization agrees that the maintenance fees will not increase by more than (10%) ten percent in any given maintenance term. If You have removed a Software Product from Exhibit B ("Software Products") and wish to add it back, You agree that maintenance fees for the maintenance terms to date for which maintenance fees were not paid must also be paid to activate support coverage for such Software Product.

8. Late Charges. If any maintenance fees or Additional Costs are not paid within thirty (30) days after they are due, Support Organization may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such maintenance fee or Additional Costs first became due. If County as a standard policy does not pay late fees, then Support Organization reserves the right to withhold services if any maintenance fees or Additional Costs are not paid within thirty (30) days after they are due.

9. Use and Restrictions. Your rights and obligations concerning the use of any Error Corrections, Enhancements, or Release (or any other programming provided by Support Organization, regardless of its form or purpose) shall be as provided in the Software Product License Agreement executed by both You and Licensor (which may be Support Organization). Licensor shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to You therein. Unless otherwise agreed You are entitled to make and use only the number of copies of such works as You are authorized to use of the Software Products to which they relate, and You agree to return or destroy, as requested by Licensor (or Support Organization), superseded copies of the Software Products when replace by such works. You may resort solely to the indemnification rights provided by Licensor contained in the Software Product License Agreement in the event of any issue or claim concerning title or intellectual property rights.

10. Limited Warranty. Support Organization shall perform its services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Software Products for purposes of the Software Product License Agreement, Support Organization's obligation to correct Errors in such additions shall be limited to the maintenance terms of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SUPPORT ORGANIZATION MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY FOR THE RESULTS OBTAINED FROM THE SOFTWARE PRODUCTS OR ANY SERVICES PROVIDED. SUPPORT ORGANIZATION MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND SUPPORT ORGANIZATION SPECIFICALLY DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability: Exclusion of Consequential Damages. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SSC, OR ANY AFFILIATE OF SSC, HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF USE, LOST PROFITS, OR ANY OTHER FORM OF INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SSC'S LIABILITY TO COUNTY EXCEED THE AMOUNTS PAID BY COUNTY TO SSC UNDER THIS AGREEMENT.

12. Default. Should You fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Support Organization, Support Organization may, at its option, in addition to other available remedies, terminate this Agreement or suspend maintenance services, provided that it first gives You fifteen (15) days' prior notice in order to permit You to cure your default. In addition, maintenance coverage will automatically terminate with respect to any copies of Software Products that are no longer licensed for use under the Software Product License Agreement, whether as a result of expiration or termination of such license or replacement of such copies with new Release.

13. Notices. All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

15. Modifications and Waivers. This Agreement may not be modified except in writing, signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY SUPPORT ORGANIZATION.

Dated: June 15, 1999

Accepted:
X *J. Mark Nielsen*
"You"
By: **J. MARK NIELSEN**
Authorized Representative
Chairman
6-15-99

Approved:
Sirron Software Corporation
By: *Donald H. Davis*
Authorized Representative

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors
By: *Margaret E. Wood*
DEPUTY
6-15-99

Exhibit A

Hardware Products

<u>Effective Date of Coverage</u>	<u>Hardware Product Description</u>	<u>Maintenance Description</u>	<u>Annual Maintenance Fee</u>
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NO COVERED PRODUCTS

Exhibit B

Software Products

<u>Effective Date of Coverage</u>	<u>Software Product Description</u>	<u>Maintenance Description</u>	<u>Annual Maintenance Fee</u>
90 Days from Date of Installation	CAS Server Software	Standard	\$1,530.00
90 Days from Date of Installation	CAS Client Software	Standard	\$ 540.00
90 Days from Date of Installation	CAS Query Software	Standard	\$ 45.00

APPENDIX D

Sirron Software Corporation

Application Program License Agreement

(Object Code Only)

("License Agreement")

Date:

Contract No.:

Between

Licensor Name: Sirron Software Corporation ("Licensor")
Address: 5459 Black Avenue, Unit 1
Pleasanton, CA 94566
Principal Contact: Donald H. Norris, Sirron Software Corporation

And

Customer Name: El Dorado County ("*You*")
Address: 300 Fair Lane
Placerville, CA 95667
Principal Contact: Louise Butler

This License Agreement consists of (1) the accompanying Terms and Conditions and (2) one or more Program Descriptions adopted on mutually written agreement of the parties from time to time with reference to the Agreement. The parties have adopted the Program Description as shown on D9 as of the effective date of the Agreement.

The Program Description will identify the Programs and indicate the Scope of Use, Designated Location, License Fees, and Term of License for those Programs. Each Program Description will refer to this License Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both You and Licensor.

Licensors also offers, by separate agreements, annual maintenance services and a source code escrow for each Program.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE GRANT TO THE PROGRAMS. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM DESCRIPTION ARE ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY LICENSOR.

Accepted by: *

By:


J. MARK NIELSEN

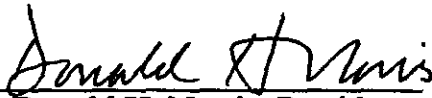
Authorized Representative

6-15-99

Approved:

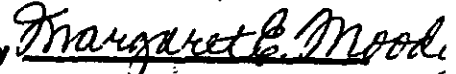
Siron Software Corporation

By:


Donald H. Norris, President

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

By:


DEPUTY 6-15-99

TERMS AND CONDITIONS

1. General. "You" means the single end-user customer organization signing this Agreement.

2. License. Licensor grants You a nonexclusive, nontransferable license to

1. Install the Program(s) on the system at the Designated Location(s);

Sheriff's Office - Placerville

Sheriff's Office - South Lake Tahoe

2. Use and execute the Program(s) in a manner consistent with the applicable Scope of Use (as defined in the Program Description) for purposes of serving Your internal needs; and

3. In support of Your authorized use of the Program(s), physically transfer the Program(s) from one computer to another; store the Program(s)' machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use; and transmit such instructions or data through computers and associated devices at the Designated Location(s).

3. Object Code. Unless otherwise provided in the Program Description, the Program(s) are provided in and may be used in machine-readable object code form only. Licensor offers for each Program a Source Code Escrow Agreement that provides for release of the source code version of the Program from escrow upon the occurrence of certain release events, such as Licensor's failure to provide required maintenance services as agreed. You agree to pay all costs associated with the Source Code Escrow Agreement.

4. Single Copy. Unless otherwise provided in the Program Description, You may install, use, and execute only one (1) copy of each Program on only one (1) server at a time.

This License Agreement allows the County to install "Concurrent Seat" Licenses. Therefore, by definition of "Concurrent Seat" Licenses, you are authorized to use the Program subject to "Concurrent Seat" Licenses on more than one (1) computer. The Program will be limited to execution by a maximum number of concurrent users at a single time. The System will automatically control the maximum user seat access. Additional user seats may be added to the concurrent license upon submission of a valid purchase order from the County to SSC.

5. Back-up Copies. You may make one (1) copy of each Program in machine-readable, object code form, for nonproductive backup purposes only, provided that You reproduce and include Licensor's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Licensor's request.

6. End-User Materials. Documentation that accompanies the Program(s) is provided solely to support Your authorized use of the Program(s). You may not use, copy, modify, or distribute the Documentation, any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement.

7. Term of License. The Term of Your license for each Program is perpetual after receipt of payment in full of all fees (except hardware fees) due under Appendix B.

8. Delivery and Installation. Licensor will use its best efforts to deliver and install each Program in accordance with the implementation schedule included. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control. Licensee is responsible for obtaining computers and operating systems compatible with the Program(s). Installation shall be complete when a copy of the Program(s) has been installed on Your computer system at the Designated Location and the execution of the Program on such computer system has in Licensor's judgment been sufficiently demonstrated. Completion of installation and acceptance of the System pursuant to Section 9 ("Delivery Failure") of Appendix A shall constitute Your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 16.

9. Other Charges. License fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by You, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for services or expenses in some instances. If applicable, you are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s).

10. Late Charges. If any fee or cost is not paid within thirty (30) days after receipt of invoice, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due. If County as a standard policy does not pay late fees, then Support Organization reserves the right to withhold services if any fee or cost are not paid within thirty (30) days after receipt of invoice.

11. Support and Consulting. Upon expiration of the warranty period indicated in Paragraph 16, Licensor's responsibility to maintain the Program shall end unless You enter into a Software Support Agreement offered by Licensor. In the event that you request consulting services that are beyond the scope of this License Agreement and the Software Support Agreement, Licensor may provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at Licensor's standard rates and You will be responsible for paying such fees, plus any necessary travel and living expenses if services are provided more than fifty (50) miles from the nearest service location.

12. Customer Responsibilities. You are responsible for the following actions:

1. Determining whether the Program(s) will achieve the results you desire;
2. Procuring the operating computers and all other operating system software to run the Program(s);
3. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply, backup system, storage media, etc.
4. Procuring and executing all facilities modifications as may be required for such items as LAN system wiring, office layout, utility source and supply, etc.
5. Selecting and training Your personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Program(s); and
6. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run non-operational.

Licensor reserves the right to charge additional service fees if You seek assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s). Licensor does not hold itself out as a professional expert and adviser regarding your computer or information needs. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

13. Proprietary Protection. Licensor shall retain sole and exclusive ownership of all right, title, and interest in and to the Program(s) and Documentation, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to You herein. This Agreement does not

provide You with title or ownership of the Program(s), but only with a right of limited use.

14. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by an applicable Program Description, or a separate written agreement signed by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sublicensed without Licensor's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of Your entire business who assumes the obligations of this Agreement. You may not install the Program(s) anywhere but the Designated Location(s) without Licensor's prior written consent (which will not be unreasonably withheld), provided that You may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). You authorize Licensor to enter Your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

15. Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensor shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

16. Warranty. Licensor warrants for a period of ninety (90) days after acceptance of the System, for Your benefit alone, that each Program, when operated with the equipment configuration and in the operating environment specified by Licensor, will perform substantially in accordance with the applicable Documentation and Legal Standards. Licensor does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, You agree to provide Licensor with sufficient detail to allow Licensor to reproduce the defect or error. As Your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as Licensor's entire liability in contract, tort, or otherwise, Licensor will correct such error or defect at Licensor's facility by issuing corrected instructions, a restriction, or a bypass. If Licensor is unable to correct such defect or error after a reasonable opportunity, Licensor will refund the license fees paid for such Program. However, Licensor is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program You have modified, misused, or damaged.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND SECTION 18 OF THIS APPENDIX D AND SECTION 9("DELIVERY FAILURE") OF APPENDIX A, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

17. Limitation of Liability; Exclusion of Consequential Damages. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SSC, OR ANY AFFILIATE OF SSC, HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF USE, LOST PROFITS, OR ANY OTHER FORM OF INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SSC'S LIABILITY TO COUNTY EXCEED THE AMOUNTS PAID BY COUNTY TO SSC UNDER THIS AGREEMENT.

18. Indemnification. SSC shall indemnify, defend and hold harmless County, its rs, employees, officers, officials, agents and volunteers from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities of, by or with respect to third parties, which arise as a direct result from SSC's grossly negligent performance of services under this Agreement. Notwithstanding the foregoing, in no event and under no circumstances will SSC, or any affiliates of SSC, have any liability whatsoever for losses or damages caused solely by Licensee's negligence.

19. Default. Should You fail to pay any fees or charges due hereunder or fail to carry out any other obligation under the Agreement, the License Agreement or any other agreement with Licensor, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provided that it first gives You thirty (30) days' prior notice in order to permit You to cure Your default.

20. Termination. Upon termination of the Agreement as a result of Your default, or upon expiration of the Term of Your license unless renewed (but, in such case, only as to the Program(s) whose licenses have expired), Your license will terminate, and You are required to return or destroy, as requested by Licensor, all copies of the Program(s) in Your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to provide Licensor with written certification of Your compliance with such requirement upon Licensor's request.

21. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

22. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

23. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

PROGRAM DESCRIPTION

CIVIL ADMINISTRATION SYSTEM

Note: Licensed quantities for the above named software can be found in the revised "System Pricing", APPENDIX B of this contract. Final quantities are to be established and verified by the County.

The Civil Administration System is designed to meet the needs of Sheriff's of the State of California. This includes but is not limited to:

Cashiering for processing payments for instructions and executions

Processing instructions for Earnings Withholding Orders, 3rd Party Levies, Evictions, Miscellaneous Services and Temporary Restraining Orders.

Ability to query data by File Number, Case Number, Name, Address and Social Security Number.

Generation of the necessary paperwork and reports to perform service.

Generation of Writ Returns and Proof of Service.

Processing of payments and vendor invoices for the generation of checks to Creditors and Debtors.

The software shall be installed on one (1) Windows NT 4.0 Server running IIS 4.0 or later. All clients must be running Microsoft Internet Explorer 4.01 with Service Patch 1 or later. CAS is licensed on a concurrent per user basis. CAS comes with control software to limit the number of concurrent users to the number licensed.

Designated Location(s): County Offices

Operating Requirements:

Implementation Schedule:

Project "Start Date" to be determined at signing of Contract and Joint SSC/ _____
County Project Kick-Off meeting.

License Fees: Client Server @ \$8,500.00
 Client Seat @ \$3,000.00
 Query License @ \$ 250.00

Term of License: Perpetual

Accepted: El Dorado County

By: *J. Mark Nielsen* 6-15-99

Authorized County Representative

J. MARK NIELSEN
Chairman

Approved:

Sirron Software Corporation

By: *Donald H. Norris*
Donald H. Norris, President

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

By: *Margaret B. Moo*
DEPUTY
6-15-99

APPENDIX E

Sirron Software Corporation

Custom Modification Agreement

This Custom Modification Agreement ("Custom Agreement") is made and entered into this 29th day of June, 1999.

by and between

Licensor Name: Sirron Software Corporation
Address: 5459 Black Avenue, Unit 1
Pleasanton, CA 94566
Principal Contact: Donald H. Norris

And

Customer Name: El Dorado County ("Customer")
Civil Division
Address: 300 Fair Lane
Placerville, CA 95667
Principal Contact: Louise Butler
County of El Dorado

WITNESSETH:

WHEREAS, SSC and Customer have entered into that certain Application Program License Agreement dated June 29, 1999, ("License Agreement") under which Customer obtained a nonexclusive, nontransferable license to use certain computer programs in object code form and related user documentation (defined as the "Program" in the License Agreement, and as "Licensed Program" in this Custom Agreement) on certain terms and conditions;

WHEREAS, Customer desires that SSC make certain Modifications (as defined below) to the Licensed Program; and

WHEREAS, SSC is willing to make such Modifications to the Licensed Program subject to the terms and conditions of this Custom Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SSC and Customer hereby agree as follows:

Section 1

DEFINITIONS

Capitalized terms used but not separately defined elsewhere in the Agreement or this Custom Agreement shall have the meaning provided below:

1.1 “Acceptance” means any of the following:

- (a) Customer’s delivery to SSC of written notice of acceptance of the Modifications in Final Form;
- (b) Customer’s failure to give SSC written notice, within thirty (30) days of Customer’s receipt of the Modifications in Final Form, that the Modifications do not substantially conform to the Acceptance Criteria; or
- (c) Customer’s commencement of “Live” Processing using the Modifications in Final Form.

1.2 “Acceptance Criteria” means the following:

- (a) The Modifications, including applicable conversion and implementation procedures provided by SSC, conform to the Detailed Design Specifications.
- (b) The Modifications when integrated with the Licensed Program will, repetitively and consistently, on an appropriate variety of data and other input generate the required or specific output or reports described in the Detailed Design Specifications, without failure caused by the Modifications or the Licensed Program.
- (c) The Modifications when integrated with the Licensed Program will successfully complete a simulated “day’s processing in a day,” while exercising Customer’s normal processing options and code entries within all major application modules.
- (d) The Modifications when integrated with the Licensed Program will support a volume stress test which will include all operators entering and retrieving information in a normal, concurrent manner.
- (e) The Modifications when integrated with the Licensed Program will successfully process two (2) month-end closes.

1.3 “**Acceptance Testing Period**” shall mean the period commencing upon Customer’s receipt of the Modifications in Final Form and ending 30 days thereafter or upon Live Processing, whichever is earlier.

1.4 “**Acceptance Testing Procedures**” means testing procedures to be performed by Customer for the purpose of establishing that the Modifications in Final Form (as integrated with the Licensed Program) substantially conform to Acceptance Criteria.

1.5 “**Final Form,**” as in “**Modifications in Final Form,**” means an entire set of Modifications delivered or deliverable to Customer and indicated by SSC to be ready for Acceptance Testing Procedures.

1.6 “**Interim Testing Period**” means the period commencing upon Customer’s receipt of Sub-Milestone Deliveries and ending upon delivery of the Modifications in Final Form.

1.7 “**Interim Testing Procedures**” means tests, trial runs, temporary use guidelines, or other procedures provided by SSC with respect to Sub-Milestone Deliveries of the Modifications.

1.8 “**Live Processing**” means the first day upon which the Modifications in Final Form are brought fully on-line and used to process all or any substantial portion of Customer’s data in actual operations. Live Processing shall not be deemed to occur prior to Acceptance, however, if such data is being processed primarily for testing purposes or if Customer, with SSC’s prior written consent, commences operation with the Modifications while testing is still in progress or while deficiencies that provide a basis for rejection are still being corrected.

1.9 “**Modifications**” means changes, additions, or corrections made by SSC to the Licensed Program pursuant to this Custom Agreement. Where possible, Modifications shall be divided into separately defined and deliverable development projects, each of which is treated independently for purposes of design and development, testing, acceptance, warranty, and payment terms of this Custom Agreement. Unless otherwise indicated, “Modifications” may refer to any combination of Sub-Milestone Deliveries, Modifications in Test Form, or Modifications in Final Form.

1.10 “**Sub-milestone Deliveries**” means separately defined and deliverable portions of the Modifications, as indicated in the Detailed Design Specification.

1.11 “**Test Form,**” as in “**Modifications in Test Form,**” means Sub-Milestone Deliveries or Modifications delivered or deliverable to Customer prior to SSC’s indication that an entire set of Modifications is complete and ready for Acceptance Testing Procedures.

1.12 "Testing Period" means the combination of the Interim Testing Period and the Acceptance Testing Period.

1.13 "Testing Procedures" means the combination of the Interim Testing Procedures and the Acceptance Testing Procedures.

Section 2

DESIGN AND DEVELOPMENT OF MODIFICATIONS

2.1 Definition. Customer and SSC shall initially cooperate to define the scope of the Modifications desired by Customer in terms of applicable functional or technical requirements. SSC reserves the right not to undertake Modifications because of possible cost, feasibility factors, resource limitations, or potential interference with the performance of the Licensed Program.

2.2 Preliminary Estimate of Charges. Once the parties have agreed on a proposed definition for the Modifications, Customer shall be responsible for promptly paying SSC's charges for SSC's evaluation of Customer's requirements and the definition of the proposed Modifications. At such time, SSC shall also prepare preliminary estimate for further charges relating to the remaining design and development of the Modifications. SSC shall submit the preliminary cost estimate to Customer for approval. If Customer does not approve the preliminary cost estimate, SSC shall not be responsible for any further design or development of the Modifications.

2.3 Conceptual Design Document. If Customer approves the preliminary cost estimate for the Modifications, SSC, with Customer's assistance, shall develop a conceptual design for the Modifications based on the proposed definition. The conceptual design for the Modifications will be in the form of an outline of a proposed programming solution for the Modifications ("Conceptual Design Document"). Upon completion of the Conceptual Design Document, SSC shall submit it to Customer for approval. Customer shall then be responsible for promptly paying SSC's charges relating to completion of the Conceptual Design Document. If Customer does not approve the Conceptual Design Document and decides not to proceed any further with SSC's design and development of the Modifications, SSC shall not be responsible for any further design or development of the Modifications.

2.4 Detailed Design Specifications. If Customer approves the Conceptual Design Document, SSC, with Customer's assistance, will prepare the file, field, screen, and processing specifications, including code tables, default parameters, interfaces, and conversion standards, for the Modifications based on the Conceptual Design Document ("Detailed Design Specifications"). The Detailed Design Specifications will serve as the functional specifications for the Modifications. If the Detailed Design Specifications differ in any manner from the Conceptual Design Document, the Detailed Design Specifications will control. Where possible, the development of the Modifications called for by the Detailed Design Specifications shall be divided into Sub-Milestone Deliveries. Upon completion, SSC shall submit the Detailed Design Specifications to Customer for approval. Customer shall then be responsible for promptly paying SSC's charges relating to completion of the Detailed Design Specifications. SSC shall simultaneously provide Customer with any proposed changes to SSC's estimated charges for

completion of remaining development of the Modifications. If Customer does not approve the Detailed Design Specifications or the proposed changes to SSC's estimated further charges, and decides not to proceed any further with SSC's development of the Modifications, SSC shall not be responsible for any further development of the Modifications.

2.5 Development. If Customer approves the Detailed Design Specifications, SSC will begin programming of the Modifications. Upon completion of programming for each separately defined Sub-Milestone Delivery (including associated testing to be conducted by SSC), SSC shall deliver the relevant programming to Customer, and Customer shall then be responsible for promptly paying SSC's charges relating to completion of the Sub-Milestone Delivery.

Section 3

TESTING PROCEDURES AND INTERIM USE

3.1 Interim Use. During the Testing Period and prior to Acceptance, Customer may install, execute, and test the Modifications, subject to the restrictions and guidelines (if any) provided in the Testing Procedures, as applicable. However, until Acceptance of the Modifications in Final Form, the Modifications are provided "as-is" and are subject to further testing and development, and Customer's use of such Modifications is at Customer's sole risk; SSC gives no assurance that such Modifications have been tested, are error free, or will perform in any prescribed manner. During the Testing Period, Customer shall be responsible for verifying any output resulting from use of the Modifications if Customer intends to use or rely on such output for business purposes. During the Testing Period, Customer shall follow proper back up procedures for any other programming and all data to protect against loss or error resulting from use of any or all of the Modifications.

3.2 Cooperation. Customer shall, as requested by SSC, perform the Testing Procedures and report the results to SSC in the format requested by SSC. SSC will provide to Customer, its representatives, and its consultants such documentation and assistance as may reasonably be required by Customer to perform such Testing Procedures. If Customer determines at any time during the Testing Period that the Modifications do not substantially conform to applicable Detailed Design Specifications, Customer shall notify SSC of the nature and specifics of the nonconformity.

3.3 Correction of Deficiencies. SSC shall use all reasonable effort to correct or modify the Modifications so they substantially conform to the Detailed Design Specifications and substantially satisfy the Acceptance Criteria.

Section 4

ACCEPTANCE

4.1 Notice of Acceptance or Nonconformity. Upon satisfactory completion of Acceptance Testing Procedures after delivery of the Modifications in Final Form, Customer shall issue to SSC notice of Acceptance pertaining to such Modifications. If Customer determines at any time during the Acceptance Testing Period that the Modifications in Final Form fail to substantially conform to the Acceptance Criteria, Customer shall notify SSC of the nature and specifics of any and all nonconformities.

4.2 Acceptance and Payment. Upon Acceptance, Customer shall be responsible for promptly paying SSC's charges relating to Acceptance of the Modifications.

4.3 License. Following SSC's delivery of the Modifications in Final Form, Customer's Acceptance of such Modifications, and Customer's payment of all charges relating to such Modifications, the Modifications shall become part of the Licensed Program for purposes of the license and restrictions on use provided to Customer in the License Agreement.

4.4 Termination by Customer. If Customer does not provide its Acceptance of the Modifications by the end of the Acceptance Testing Period, and the parties do not agree on an extension of the Acceptance Testing Period in order to permit further correction or modification of the Modifications by SSC, or if Customer otherwise reasonably determines that it is unlikely that the Modifications will qualify for Acceptance despite SSC's efforts, Customer shall be entitled to terminate all further effort relating to such Modifications and return such Modifications and all related documentation to SSC. SSC will then refund to Customer 40% of the amounts paid by Customer to SSC for Conceptual Design Document; Detailed Design Specifications; and development pertaining to such Modifications.

Section 5

CHANGES

5.1 Voluntary Discontinuation of Modifications. Customer may voluntarily elect to discontinue the design and development of one (1) or more Modifications at any time. To do so, Customer shall provide SSC with written notice. Following such notice, Customer shall be responsible only for charges for time and materials expended by SSC prior to receipt of such notice, plus any time and materials required to be expended for SSC to wind up its work pertaining to the Modifications in an orderly fashion.

5.2 Changes in Modifications. Any changes to Modifications sought by Customer after Customer's approval of applicable Detailed Design Specifications must be requested by Customer in writing. Upon SSC's receipt of the change order request, SSC will review the impact of the requested change on the development project, including possible revisions to Detailed Design Specifications and/or completed programming, and reassess the estimated remaining charges for development of the Modifications as so changed. SSC reserves the right not to accept changes because of possible cost, feasibility factors, resource limitations, or potential interference with the performance of the Licensed Program. Upon completion of its review, SSC shall submit proposed changes to the scope of the development project to Customer for approval. Customer shall then be responsible for promptly paying SSC's charges relating to review of the proposed changes. SSC shall simultaneously provide Customer with any proposed changes to SSC's estimated charges for completion of remaining development of the Modifications as they are changed. If Customer does not approve the proposed changes to SSC's estimated further charges, SSC shall not be responsible for any implementation of the proposed changes.

Section 6

PAYMENT TERMS

6.1 Progress Payments. Subject to any adjustments resulting from any changes in the scope of SSC's services required by Customer, SSC shall invoice Customer, and Customer shall promptly pay SSC for all charges due each time SSC completes one of the following milestones for each Modification:

- (a) Evaluation of Customer's requirements and creation of a definition for the proposed Modifications
- (b) SSC's completion of a Conceptual Design Document
- (c) SSC's completion of Detailed Design Specifications
- (d) SSC's completion of programming, by Sub-Milestone
- (e) Acceptance

Milestone payments are in addition to any other provisions for payment in this Agreement.

6.2 Basis for Charges. Unless otherwise agreed, all charges shall be based on SSC's time and materials. Charges for time shall be determined according to

the hourly rates set for SSC's employees by skill level, based on SSC's most current rate classification. Whenever an invoice includes charges for time, the invoice shall indicate the names, skill levels, and hours of the employees performing the work. Charges for materials shall be based on SSC's costs and may include such items as travel and living expenses for meetings, installation or service, specially ordered products, or programming, transportation, or telecommunication charges. SSC agrees to provide documentation in support of material charges at Customer's request.

6.3 Other Charges. In addition to charges for time and materials, Customer shall be responsible for sales or use taxes and state or local property or excise taxes associated with SSC's services or the delivery or use of the Modifications. In addition, in the event payment of any invoice is outstanding for more than thirty (30) days after date of invoice, interest shall accrue at the rate of one and one-half percent (1.5%) per month until such time as the outstanding amount is received in full. If County as a standard policy does not pay late fees, then Support Organization reserves the right to withhold services if any invoice is not paid within thirty (30) days after receipt of invoice.

6.4 Retainage. Customer has the right to withhold up to 20% of all charges otherwise due for SSC's work with respect to any Modifications until Acceptance of such Modifications or Customer's election to discontinue work on such Modifications, whichever is earlier.

6.5 Timing of Payments. All payments by Customer shall be made within thirty (30) days of receipt of invoice.

6.6 Delinquency. SSC reserves the right to suspend work in the event that any payment of any invoice is outstanding for more than forty-five (45) days after the receipt of invoice. SSC may terminate work in the event that Customer fails to cure its delinquency within fifteen (15) days after notice of delinquency, or in the event that, with respect to three (3) or more invoices in any twelve (12)-month period, payment has been outstanding for more than forty-five (45) days after receipt of each invoice.

Section 7

OWNERSHIP AND LICENSING OF MODIFICATIONS

7.1 Ownership. Subject only to the provision for interim use set forth in Section 3.1 above, and the license granted to Customer following Acceptance as provided in Section 4.3 above, SSC shall have sole and exclusive ownership of all right, title, and interest in and to the Modifications; all media and documentation relating to the Modifications, their design and development, or their operation, testing, or use; all reports and copies thereof; and all intellectual property rights associated therewith (including, without limitation, rights to copyrights, trade secrets, or know-how

7.2 Confidentiality. Customer agrees to maintain in confidence all documentation relating to the design, development, and testing of the Modifications, and any source code for the Modifications, to the extent produced by Customer or provided by SSC at any time. Customer agrees to use at least the same physical and other security measures as it uses to protect its own confidential technical information in order to guard against any use or disclosure of such information that is not necessary for Customer to perform its responsibilities under this Agreement. Customer further agrees not to disclose such information to anyone other than employees and contractors who have a need to know or obtain access to such information in order to enable Customer to perform its responsibilities under this Agreement and who are bound to protect such information as confidential. Upon completion of the design and development of the Modifications, or discontinuance of design and development for any reason, Customer agrees to return or, if specifically requested by SSC, destroy all media and documentation containing such information, and Customer further agrees to promptly certify in writing, and promptly deliver such writing to SSC, its compliance with such obligation if requested by SSC. These obligations shall not apply to any information generally available to the public, independently developed or obtained without reliance on SSC's information, or approved for release by SSC without restriction.

Section 8

LIMITED WARRANTY; LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES; INDEMNIFICATION AGAINST INFRINGEMENT

8.1 Limited Warranty. SSC warrants for a period of thirty (30) days after Acceptance of the Modifications, for Customer's benefit alone, that the Modifications, when integrated with the Licensed Program and operated on the hardware system on which the Modifications resided when Accepted, will perform substantially in accordance with the Detailed Design Specifications established for the Modifications. SSC does not warrant that the Modifications will be error free in all circumstances. In the event of any defect or error covered by such warranty, Customer agrees to provide SSC with sufficient detail to allow SSC to reproduce the defect or error. As Customer's exclusive remedy for any defect or error in the Modifications covered by such warranty, and as SSC's entire liability in contract, tort or otherwise, following Acceptance of the Modifications, SSC will correct such error or defect at SSC's facility by issuing corrected instructions, a restriction, or a bypass. However, SSC is not responsible for any defect or error not reported during the warranty period or any defect or error in Modifications that Customer has altered, misused, or damaged. FOLLOWING ACCEPTANCE OF THE MODIFICATIONS, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8.1 OR IN SECTION 8.4, SSC SHALL HAVE NO LIABILITY FOR THE MODIFICATION(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE. SSC MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION (AND, TO BE CLEAR, THE LIMITED WARRANTY APPLICABLE TO THE LICENSED PROGRAM UNDER THE LICENSE AGREEMENT SHALL NOT APPLY TO THE MODIFICATIONS, ALONE OR AS

PART OF THE LICENSED PROGRAM); AND SSC SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

8.2 Limitation of Liability; Exclusion of Consequential Damages. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SSC, OR ANY AFFILIATE OF SSC, HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF USE, LOST PROFITS, OR ANY OTHER FORM OF INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SSC'S LIABILITY TO COUNTY EXCEED THE AMOUNTS PAID BY COUNTY TO SSC UNDER THIS AGREEMENT.

8.3 Exclusion of Consequential Damages, Etc. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8.4 Indemnification. SSC shall indemnify, defend and hold harmless County, its employees, officers, officials, agents and volunteers from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities of, by or with respect to third parties, which arise as a direct result from SSC's grossly negligent performance of services under this Agreement. Notwithstanding the foregoing, in no event and under no circumstances will SSC, or any affiliates of SSC, have any liability whatsoever for losses or damages caused solely by Licensee's negligence.

Section 9

GENERAL

9.1 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

9.2 Governing Law. This Custom Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such State.

9.3 Modifications and Waivers. This Custom Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in writing and signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

9.4 No Assignment. Neither party may, without the prior written consent of the other party, assign or transfer this Custom Agreement or any obligation incurred hereunder, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets to a third party who simultaneously accepts the selling party's obligations under the License Agreement. Any attempt to do so in contravention of this Section shall be void and of no force and effect.

9.5 Force Majeure. Either party, shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as effective the day and year first above written.

Sirron Software Corporation

By: Donald H Norris

Printed Name: DONALD H NORRIS

Title: PRESIDENT

Date: 8/2, 1999

County of El Dorado, CA

By: J. Mark Nielsen

Printed Name: J. MARK NIELSEN

Title: Chairman

Date: June 15, 1999

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

By: Margaret S. Moody

DEPUTY

6-15-99

(Licensee of Record Style)

Escrow #: 1492

**SOFTWARE DEPOSIT AGREEMENT
BRAMBLES NSD, INC.**

This Agreement ("Escrow Agreement") is executed as of this day of June 03, 1999 by and between Sirron Software Corporation, a California corporation ("Licensor"), and Brambles NSD, Inc. (doing business as "Recall Total Information Management"), a Delaware Corporation ("NSD"), as Escrow Agent.

RECITALS

A. Licensor owns the right to license certain proprietary computer software and related support materials (the "Documentation") which shall include the materials as originally licensed and all later developed modifications thereof, as further described in Exhibit A hereto;

B. Licensor licenses the use of said programs to certain Licensees of Record, as identified in Exhibit B hereto ("Licensees"), pursuant to license agreements between Licensor and Licensees ("License Agreements");

C. Continuous availability of such programs and maintenance thereof are critical to Licensees in the conduct of their business;

D. Licensor wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining their Documentation in strict confidence as trade secrets. Licensor performs necessary maintenance and modification of its programs for its Licensees without disclosing such Documentation to Licensees or other persons. However, Licensor hereby enters into this Escrow Agreement in order to grant Licensee access to Documentation under certain circumstances as set forth herein;

E. Licensor wishes to insure that maintenance for Licensor's software is available in the event Licensor fails to fulfill its maintenance obligations as set forth in the License Agreement or in the event Licensor does not remain in business;

F. NSD is in the business of providing third party software escrow protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEPOSIT OF DOCUMENTATION

Licensor agrees to deposit with NSD a complete copy of the Documentation within thirty (30) days after execution of this Escrow Agreement. The initial deposit of Documentation, including all revisions and additions thereto, deposited with NSD by Licensor pursuant to this Escrow Agreement shall be referred to herein as the "Documentation".

2. REVISIONS AND MAINTENANCE

(a) Licensor agrees to deposit with NSD copies of all revisions of and additions to the Documentation within thirty (30) days after said revisions and additions are made available to Licensees.

(b) Upon receipt of a new revision, NSD agrees to return to Licensor all such Documentation from previous revisions as specified by Licensor in writing to NSD.

(c) NSD shall acknowledge receipt of all revisions of and additions to the Documentation by sending written acknowledgment thereof to Licensor and to all Licensees.

3. STORAGE AND SECURITY

(a) NSD shall act as custodian of the Documentation until the escrow is terminated pursuant to Section 11 of this Escrow Agreement. NSD shall establish, under its control, a secure receptacle for the purpose of storing the Documentation.

(b) The Documentation shall remain the exclusive property of the Licensor.

(c) NSD shall not divulge, disclose or otherwise make available the Documentation to any parties other than those persons duly authorized in writing by a competent officer of Licensor, except as provided in this Escrow Agreement.

(d) NSD shall not permit any person access to the Documentation except as may be necessary for NSD's authorized representatives to perform under this Escrow Agreement.

(e) Access to the Documentation shall not be granted without compliance with all security and identification procedures instituted by NSD.

(f) If Licensee desires to inspect the Documentation, Licensor must be given at least ten (10) days prior written notice. Any such inspection shall be in the presence of an authorized representative(s) of Licensor (unless Licensor elects not to be present), the Licensee requesting inspection and NSD.

(g) NSD shall have no obligation or responsibility to verify or determine that the Documentation does, in fact, consist of those items which Licensor is obligated to deliver under any

agreement, and NSD shall bear no responsibility whatsoever to determine the existence, relevance, completeness, currency or accuracy of the Documentation.

(h) NSD's sole responsibility shall be to accept, store, and deliver the Documentation, in accordance with the terms and conditions of this Escrow Agreement.

(i) If any of the Documentation shall be attached, garnished or levied upon pursuant to an order of any court, or the delivery thereof shall be stayed or enjoined by an order of any court, or any other order, judgments or decree shall be made or entered by any court affecting the Documentation or any part thereof, NSD is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case NSD obeys and complies with any such order, judgment or decree, NSD shall not be liable to any Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

4. REGISTRATION OF LICENSEE(S) OF RECORD

The Licensor may enroll designated Licensee(s) as a Licensee of Record after such Licensee executes a Licensee of Record Acceptance acknowledging the Licensee's acceptance of the terms and conditions of this Escrow Agreement and providing an indemnification of NSD. Upon receipt of the Licensee of Record Acceptance from the Licensor, NSD will provide written acknowledgment of the Licensee's addition into the Escrow to the Licensee directly, with a copy to the Licensor. The Licensor may remove a Licensee of Record from participation in the Escrow by providing NSD written instructions to terminate the Licensee's participation due to the expiration of that Licensee's License Agreement. Apart from the expiration of the License Agreement, Licensor and Licensee may terminate that Licensee's participation in the Escrow by providing joint written authorization.

5. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an "Event of Default" for purposes of this Escrow Agreement:

(a) Licensor's material failure to support the Documentation and related software in accordance with the License Agreement or applicable maintenance agreement; or

(b) Licensor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or

(c) Licensor applies for or consents to the appointment of a trustee, receiver or other custodian for Licensor, or makes a general assignment for the benefit of its creditors; or

(d) Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against

Licensor; and if such case or proceeding is not commenced by Licensor, it is acquiesced in or remains undismitted for sixty (60) days; or

(e) Licensor ceases active operation of its business or discontinues the maintenance of the Documentation and related software in material breach of the License Agreement or applicable maintenance agreement; or

(f) Licensor takes any corporate or other action to authorize, or in furtherance of, any of the foregoing.

6. RELEASE OF DOCUMENTATION

(a) Upon the occurrence of any Event of Default (as defined in Section 5) any Licensee may notify NSD in writing as to such Event of Default (a "Notice"), and shall simultaneously provide a copy of any such Notice to Licensor. Upon receipt of such Notice, NSD will send a confirming copy of said Notice to the Licensor informing Licensor of the filing of an Event of Default. Unless Licensor shall have provided Contrary Instructions to NSD within ten (10) business days after NSD's receipt of Licensee's Notice, within five (5) business days following the end of such ten (10) day period, NSD shall deliver a copy of the Documentation then in escrow to such Licensee; provided, however, that NSD shall be under no obligation to deliver a copy of such Documentation until such Licensee has first paid to NSD the cost and expenses of reproduction and delivery of the Documentation. Such delivery to Licensee shall terminate all duties and obligations of NSD to that Licensee and to Licensor with respect to Licensee and to the copy of the Documentation delivered to that Licensee.

(b) "Contrary Instructions" for the purposes of this Escrow Agreement means a notarized affidavit executed by an official of Licensor stating that the Event or Events of Default specified in the Licensee's Notice have not occurred, or have been cured.

(c) Upon timely receipt of such Contrary Instructions, NSD shall not release a copy of the Documentation then in escrow, but shall continue to store the Documentation until otherwise directed by the Licensee and Licensor jointly, or until resolution of the dispute pursuant to Section 7 of this Escrow Agreement, or by a court of competent jurisdiction.

(d) NSD shall be entitled to receive payment for costs, fees and expenses due it, prior to any release of a copy of the Documentation.

7. DISPUTE RESOLUTION

Licensor and Licensees agree that if Contrary Instructions are timely given by Licensor pursuant to Section 6 hereof, the Licensor and the Licensee giving Notice shall submit their dispute regarding Licensee's Notice to arbitration by a single arbitrator who is a member of the American Arbitration Association, according to its rules and regulations then in effect, at its offices in San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor,

Licensee and NSD. The parties shall use their best efforts to commence the arbitration proceeding within ten (10) business days following the delivery of the Contrary Instructions. The sole question to be determined by the arbitrator shall be whether or not there existed an Event of Default at the time the Licensee delivered the Notice thereof under Section 6. If the arbitrator finds the Notice was properly given by such Licensee, NSD shall promptly deliver a copy of the Documentation to said Licensee. All fees and charges by the American Arbitration Association and the reasonable attorneys' fees and cost incurred by the prevailing party in the arbitration shall be paid by the non-prevailing party in the arbitration.

8. BANKRUPTCY

Licensor and Licensee acknowledge that this Escrow Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Escrow Agreement, Licensee may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Bankruptcy Code. Licensor or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Documentation from NSD.

9. INDEMNIFICATION

Licensor agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

10. GOOD FAITH RELIANCE

NSD may rely and act upon any instruction, instrument, or signature believed by NSD in good faith to be genuine, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so.

11. TERMINATION

(a) With the consent of a majority of the Licensees, Licensor may terminate this Escrow Agreement upon (60) days' prior written notice to NSD, which shall include evidence satisfactory to NSD of such consents. Licensor shall give each Licensee thirty (30) days written notice of its intent to terminate this Agreement. Licensee may either consent in writing to such termination or shall be considered to have consented to such termination in the event the thirty (30) day notice period elapses without any written response by Licensee that it does not consent to such termination.

(b) NSD reserves the right to resign as escrow agent upon sixty (60) day's prior written notice to Licensor and all Licensees. Upon resignation, NSD shall return all of the Documentation then in NSD's possession to Licensor only after having received payment of its fees and costs pursuant to Section 12 of this Escrow Agreement.

(c) In the event that the sixty (60) day notice period in 10(b) elapses without NSD having received payment of the remaining fees due, NSD shall then have the option, without further notice to Licensor or the Licensees, to terminate the Escrow Agreement and to destroy all escrowed Documentation.

12. FEES

(a) In consideration of performing its functions as escrow agent, NSD shall be compensated by Licensor as set forth in Exhibit C. The fees set forth in Exhibit C will be billed periodically by NSD to Licensor.

(b) The fees set forth in Exhibit C are for NSD's ordinary services as escrow agent. In the event NSD is required to perform additional or extraordinary services as a result of being escrow agent, including intervention in any litigation or proceeding, NSD shall receive reasonable compensation for such services and be reimbursed for such cost incurred, including reasonable attorneys' fees.

13. ENTIRE AGREEMENT

This Escrow Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all previous agreements, either oral or written, between the parties.

14. NOTICE

All notices required or permitted by this Escrow Agreement shall be sufficiently served by mailing the same by certified or registered mail, return receipt requested, to the parties at their respective address as follows:

- (a) **BRAMBLES NSD, INC.**
2109 Bering Drive
San Jose, CA 95131-2014
ATTN: Escrow Officer
Phone: (408) 453-2753
Fax: (408) 441-6826

- (b) **LICENSOR:**
SIRON SOFTWARE CORPORATION
5459 Black Avenue, Suite #1
Pleasanton, CA 94566
Phone: (925) 484-5493
Fax: (925) 417-0892

15. COUNTERPARTS

This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. GOVERNING LAW

This Escrow Agreement shall be governed by and construed according to the laws of the State of California.

17. SEVERABILITY

In the event any of the provisions of this Escrow Agreement shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Escrow Agreement will remain in full force and effect.

18. HEADINGS

The section headings in this Escrow Agreement do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first above written.

LICENSOR

BRAMBLES NSD, INC.

By: Donald H Norris

By: Craig Cowdery

Name: DONALD H NORRIS

Name: Craig Cowdery

Title: PRESIDENT

Title: Financial Chief Officer

EXHIBIT A

("License Agreement")

LICENSOR: Sirron Software Corporation
 ADDRESS: 5459 Black Ave., Ste. #1 Pleasanton CA 94566
 PREPARED BY: Glenna K. Norris
 PHONE #: 925-484-5493

DEPOSIT TYPE
 Initial
 Revision/Update
 Replacement

TECHNOLOGY TRADE NAME: Civil Administration System
 VERSION #: 1.5

QTY.	MEDIA	DESCRIPTION	DOC/PART #
1	Zip Disc	CAS (Civil Administration System) Software	
		Inclusive of:	
		CAS Software	
		CAS DLL	
		CAS Help Documentation	

ENVIRONMENTAL REQUIREMENTS

Host System - CPU/OS: NT Server w/IIS Backup: _____

Source System - CPU/OS: _____ Compiler: _____

Instructions/Additional Requirements: _____

Required Third Party/Vendor Software: Please attach a vendor list hereto including Vendor name, address, phone number, product and version number.

Microsoft
 5.0 VB Script
 6.0 Visual
 Basic

The undersigned hereby certifies that the materials listed above have been sent to Recall Total Information Management to satisfy Source Code Escrow Obligations of the above named Licensor.

The undersigned acknowledges that the materials listed above were received by Recall Total Information Management on the date listed below.

Signature: *Glenna K. Norris*
 Name (print): Glenna K. Norris
 Title: Secretary/Treasurer
 Date: June 1, 1999

Signature: *C.W. Motta*
 Name (print): Craig W. Motta
 Title: Escrow Officer
 Date: 7/1/99

ESCROW #: 1492

**LICENSEE OF RECORD
ACCEPTANCE**

The undersigned acknowledges receipt of a copy of and agrees to be bound by all applicable terms of, that certain Software Deposit Agreement (the "Escrow Agreement") dated as of June 3, 1999, by and between Sirron Software Corporation, a California corporation ("Licensor"), and Brambles NSD, Inc. (doing business as Recall Total Information Management), a Delaware corporation ("NSD"), as Escrow Agent.

Licensee agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

Any notice to the undersigned with respect to the Escrow Agreement or the Documentation (as defined therein) may be sent to the address shown below.

LICENSEE OF RECORD:

COMPANY:

By: JM Under

Address: 330 Fair Lane

Name: J. MARK NIELSEN

Placerville, CA

Title: Chairman

95667

Date: June 15, 1999

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

By Margaret E. Mooker
DEPUTY

1095LORA

6-15-99

(Licensee of Record Style)

Escrow #: 1492

**SOFTWARE DEPOSIT AGREEMENT
BRAMBLES NSD, INC.**

This Agreement ("Escrow Agreement") is executed as of this day of June 03, 1999 by and between Sirron Software Corporation, a California corporation ("Licensor"), and Brambles NSD, Inc. (doing business as "Recall Total Information Management"), a Delaware Corporation ("NSD"), as Escrow Agent.

RECITALS

A. Licensor owns the right to license certain proprietary computer software and related support materials (the "Documentation") which shall include the materials as originally licensed and all later developed modifications thereof, as further described in Exhibit A hereto;

B. Licensor licenses the use of said programs to certain Licensees of Record, as identified in Exhibit B hereto ("Licensees"), pursuant to license agreements between Licensor and Licensees ("License Agreements");

C. Continuous availability of such programs and maintenance thereof are critical to Licensees in the conduct of their business;

D. Licensor wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining their Documentation in strict confidence as trade secrets. Licensor performs necessary maintenance and modification of its programs for its Licensees without disclosing such Documentation to Licensees or other persons. However, Licensor hereby enters into this Escrow Agreement in order to grant Licensee access to Documentation under certain circumstances as set forth herein;

E. Licensor wishes to insure that maintenance for Licensor's software is available in the event Licensor fails to fulfill its maintenance obligations as set forth in the License Agreement or in the event Licensor does not remain in business;

F. NSD is in the business of providing third party software escrow protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEPOSIT OF DOCUMENTATION

Licensor agrees to deposit with NSD a complete copy of the Documentation within thirty (30) days after execution of this Escrow Agreement. The initial deposit of Documentation, including all revisions and additions thereto, deposited with NSD by Licensor pursuant to this Escrow Agreement shall be referred to herein as the "Documentation".

2. REVISIONS AND MAINTENANCE

(a) Licensor agrees to deposit with NSD copies of all revisions of and additions to the Documentation within thirty (30) days after said revisions and additions are made available to Licensees.

(b) Upon receipt of a new revision, NSD agrees to return to Licensor all such Documentation from previous revisions as specified by Licensor in writing to NSD.

(c) NSD shall acknowledge receipt of all revisions of and additions to the Documentation by sending written acknowledgment thereof to Licensor and to all Licensees.

3. STORAGE AND SECURITY

(a) NSD shall act as custodian of the Documentation until the escrow is terminated pursuant to Section 11 of this Escrow Agreement. NSD shall establish, under its control, a secure receptacle for the purpose of storing the Documentation.

(b) The Documentation shall remain the exclusive property of the Licensor.

(c) NSD shall not divulge, disclose or otherwise make available the Documentation to any parties other than those persons duly authorized in writing by a competent officer of Licensor, except as provided in this Escrow Agreement.

(d) NSD shall not permit any person access to the Documentation except as may be necessary for NSD's authorized representatives to perform under this Escrow Agreement.

(e) Access to the Documentation shall not be granted without compliance with all security and identification procedures instituted by NSD.

(f) If Licensee desires to inspect the Documentation, Licensor must be given at least ten (10) days prior written notice. Any such inspection shall be in the presence of an authorized representative(s) of Licensor (unless Licensor elects not to be present), the Licensee requesting inspection and NSD.

(g) NSD shall have no obligation or responsibility to verify or determine that the Documentation does, in fact, consist of those items which Licensor is obligated to deliver under any

agreement, and NSD shall bear no responsibility whatsoever to determine the existence, relevance, completeness, currency or accuracy of the Documentation.

(h) NSD's sole responsibility shall be to accept, store, and deliver the Documentation, in accordance with the terms and conditions of this Escrow Agreement.

(i) If any of the Documentation shall be attached, garnished or levied upon pursuant to an order of any court, or the delivery thereof shall be stayed or enjoined by an order of any court, or any other order, judgments or decree shall be made or entered by any court affecting the Documentation or any part thereof, NSD is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case NSD obeys and complies with any such order, judgment or decree, NSD shall not be liable to any Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

4. REGISTRATION OF LICENSEE(S) OF RECORD

The Licensor may enroll designated Licensee(s) as a Licensee of Record after such Licensee executes a Licensee of Record Acceptance acknowledging the Licensee's acceptance of the terms and conditions of this Escrow Agreement and providing an indemnification of NSD. Upon receipt of the Licensee of Record Acceptance from the Licensor, NSD will provide written acknowledgment of the Licensee's addition into the Escrow to the Licensee directly, with a copy to the Licensor. The Licensor may remove a Licensee of Record from participation in the Escrow by providing NSD written instructions to terminate the Licensee's participation due to the expiration of that Licensee's License Agreement. Apart from the expiration of the License Agreement, Licensor and Licensee may terminate that Licensee's participation in the Escrow by providing joint written authorization.

5. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an "Event of Default" for purposes of this Escrow Agreement:

(a) Licensor's material failure to support the Documentation and related software in accordance with the License Agreement or applicable maintenance agreement; or

(b) Licensor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or

(c) Licensor applies for or consents to the appointment of a trustee, receiver or other custodian for Licensor, or makes a general assignment for the benefit of its creditors; or

(d) Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against

Licensor; and if such case or proceeding is not commenced by Licensor, it is acquiesced in or remains undismissed for sixty (60) days; or

(e) Licensor ceases active operation of its business or discontinues the maintenance of the Documentation and related software in material breach of the License Agreement or applicable maintenance agreement; or

(f) Licensor takes any corporate or other action to authorize, or in furtherance of, any of the foregoing.

6. RELEASE OF DOCUMENTATION

(a) Upon the occurrence of any Event of Default (as defined in Section 5) any Licensee may notify NSD in writing as to such Event of Default (a "Notice"), and shall simultaneously provide a copy of any such Notice to Licensor. Upon receipt of such Notice, NSD will send a confirming copy of said Notice to the Licensor informing Licensor of the filing of an Event of Default. Unless Licensor shall have provided Contrary Instructions to NSD within ten (10) business days after NSD's receipt of Licensee's Notice, within five (5) business days following the end of such ten (10) day period, NSD shall deliver a copy of the Documentation then in escrow to such Licensee; provided, however, that NSD shall be under no obligation to deliver a copy of such Documentation until such Licensee has first paid to NSD the cost and expenses of reproduction and delivery of the Documentation. Such delivery to Licensee shall terminate all duties and obligations of NSD to that Licensee and to Licensor with respect to Licensee and to the copy of the Documentation delivered to that Licensee.

(b) "Contrary Instructions" for the purposes of this Escrow Agreement means a notarized affidavit executed by an official of Licensor stating that the Event or Events of Default specified in the Licensee's Notice have not occurred, or have been cured.

(c) Upon timely receipt of such Contrary Instructions, NSD shall not release a copy of the Documentation then in escrow, but shall continue to store the Documentation until otherwise directed by the Licensee and Licensor jointly, or until resolution of the dispute pursuant to Section 7 of this Escrow Agreement, or by a court of competent jurisdiction.

(d) NSD shall be entitled to receive payment for costs, fees and expenses due it, prior to any release of a copy of the Documentation.

7. DISPUTE RESOLUTION

Licensor and Licensees agree that if Contrary Instructions are timely given by Licensor pursuant to Section 6 hereof, the Licensor and the Licensee giving Notice shall submit their dispute regarding Licensee's Notice to arbitration by a single arbitrator who is a member of the American Arbitration Association, according to its rules and regulations then in effect, at its offices in San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor,

Licensee and NSD. The parties shall use their best efforts to commence the arbitration proceeding within ten (10) business days following the delivery of the Contrary Instructions. The sole question to be determined by the arbitrator shall be whether or not there existed an Event of Default at the time the Licensee delivered the Notice thereof under Section 6. If the arbitrator finds the Notice was properly given by such Licensee, NSD shall promptly deliver a copy of the Documentation to said Licensee. All fees and charges by the American Arbitration Association and the reasonable attorneys' fees and cost incurred by the prevailing party in the arbitration shall be paid by the non-prevailing party in the arbitration.

8. BANKRUPTCY

Licensor and Licensee acknowledge that this Escrow Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Escrow Agreement, Licensee may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Bankruptcy Code. Licensor or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Documentation from NSD.

9. INDEMNIFICATION

Licensor agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

10. GOOD FAITH RELIANCE

NSD may rely and act upon any instruction, instrument, or signature believed by NSD in good faith to be genuine, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so.

11. TERMINATION

(a) With the consent of a majority of the Licensees, Licensor may terminate this Escrow Agreement upon (60) days' prior written notice to NSD, which shall include evidence satisfactory to NSD of such consents. Licensor shall give each Licensee thirty (30)-days written notice of its intent to terminate this Agreement. Licensee may either consent in writing to such termination or shall be considered to have consented to such termination in the event the thirty (30) day notice period elapses without any written response by Licensee that it does not consent to such termination.

(b) NSD reserves the right to resign as escrow agent upon sixty (60) day's prior written notice to Licensor and all Licensees. Upon resignation, NSD shall return all of the Documentation then in NSD's possession to Licensor only after having received payment of its fees and costs pursuant to Section 12 of this Escrow Agreement.

(c) In the event that the sixty (60) day notice period in 10(b) elapses without NSD having received payment of the remaining fees due, NSD shall then have the option, without further notice to Licensor or the Licensees, to terminate the Escrow Agreement and to destroy all escrowed Documentation.

12. FEES

(a) In consideration of performing its functions as escrow agent, NSD shall be compensated by Licensor as set forth in Exhibit C. The fees set forth in Exhibit C will be billed periodically by NSD to Licensor.

(b) The fees set forth in Exhibit C are for NSD's ordinary services as escrow agent. In the event NSD is required to perform additional or extraordinary services as a result of being escrow agent, including intervention in any litigation or proceeding, NSD shall receive reasonable compensation for such services and be reimbursed for such cost incurred, including reasonable attorneys' fees.

13. ENTIRE AGREEMENT

This Escrow Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all previous agreements, either oral or written, between the parties.

14. NOTICE

All notices required or permitted by this Escrow Agreement shall be sufficiently served by mailing the same by certified or registered mail, return receipt requested, to the parties at their respective address as follows:

- (a) **BRAMBLES NSD, INC.**
2109 Bering Drive
San Jose, CA 95131-2014
ATTN: Escrow Officer
Phone: (408) 453-2753
Fax: (408) 441-6826

- (b) **LICENSOR:**
SIRON SOFTWARE CORPORATION
5459 Black Avenue, Suite #1
Pleasanton, CA 94566
Phone: (925) 484-5493
Fax: (925) 417-0892

15. COUNTERPARTS

This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. GOVERNING LAW

This Escrow Agreement shall be governed by and construed according to the laws of the State of California.

17. SEVERABILITY

In the event any of the provisions of this Escrow Agreement shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Escrow Agreement will remain in full force and effect.

18. HEADINGS

The section headings in this Escrow Agreement do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first above written.

LICENSOR

BRAMBLES NSD, INC.

By: Donald H Norris

By: Craig Cowder

Name: DONALD H NORRIS

Name: Craig Cowder

Title: PRESIDENT

Title: Financial Chief Officer

EXHIBIT A

("License Agreement")

EXHIBIT BA of 7/1/99
#: 1492

ES #: 1492

LICENSOR: Sirron Software Corporation
ADDRESS: 5459 Black Ave., Ste. #1 Pleasanton CA 94566
PREPARED BY: Glenna K. Norris
PHONE #: 925-484-5493

DEPOSIT TYPE
 Initial
 Revision/Update
 Replacement

TECHNOLOGY TRADE NAME: Civil Administration System
VERSION #: 1.5

QTY.	MEDIA	DESCRIPTION	DOC/PART #
1	Zip Disc	CAS (Civil Administration System) Software	
		Inclusive of:	
		CAS Software	
		CAS DLL	
		CAS Help Documentation	

ENVIRONMENTAL REQUIREMENTS

Host System - CPU/OS: NT Server w/IIS Backup: _____
Source System - CPU/OS: _____ Compiler: _____
Instructions/Additional Requirements: _____

Required Third Party/Vendor Software: Please attach a vendor list hereto including Vendor name, address, phone number, product and version number. Microsoft
5.0 VB Script
6.0 Visual Basic

The undersigned hereby certifies that the materials listed above have been sent to Recall Total Information Management to satisfy Source Code Escrow Obligations of the above named Licensor.

The undersigned acknowledges that the materials listed above were received by Recall Total Information Management on the date listed below.

Signature: *Glenna K. Norris*
Name (print): Glenna K. Norris
Title: Secretary/Treasurer
Date: June 1, 1999

Signature: *CW. Motta*
Name (print): Craig W. Motta
Title: Escrow Officer
Date: 7/1/99

ESCROW #: 1492

**LICENSEE OF RECORD
ACCEPTANCE**

The undersigned acknowledges receipt of a copy of and agrees to be bound by all applicable terms of, that certain Software Deposit Agreement (the "Escrow Agreement") dated as of June 3, 1999, by and between Sirron Software Corporation, a California corporation ("Licensor"), and Brambles NSD, Inc. (doing business as Recall Total Information Management), a Delaware corporation ("NSD"), as Escrow Agent.

Licensee agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

Any notice to the undersigned with respect to the Escrow Agreement or the Documentation (as defined therein) may be sent to the address shown below.

LICENSEE OF RECORD:

COMPANY:

By: JM Nielsen
Name: J. MARK NIELSEN
Title: Chairman
Date: June 15, 1999

Address: 330 Fair Lane
Placerville, CA
95667

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

By Margaret E. Moody
DEPUTY
6-15-99

1095LORA



TOTAL INFORMATION MANAGEMENT

**AMENDMENT #1
ESCROW # 1492**

This Amendment #1 supplements and amends the Software Escrow Agreement, Escrow No. 1492 by and between Sirron Software ("Licensor") and Brambles NSD, Inc. (doing business as Recall Total Information Management) ("NSD") such Software Escrow Agreement having an effective date of June 03, 1999.

It is agreed by the parties hereto that as of March 21, 2001 the Agreement shall be amended to read as follows:

"This Agreement ("Escrow Agreement") is executed as of this 3rd day of June by and between Sirron Software ("Licensor") and Brambles NSD, Inc. (doing business as Recall Total Information Management), a Delaware Corporation ("NSD"), as Escrow Agent."

This will acknowledge Sirron's Software's Notice Change.
Address as follows:

**Sirron Software Corporation
3351 Lake Tahoe Blvd. Ste. #7
P.O. Box 16070
South Lake Tahoe, CA 96151
Phone: 530-542-7725
Fax: 530-542-7729**

Except to the extent modified by this Amendment #, all other terms and conditions of the above specified Software Escrow Agreement shall remain unmodified and continue in full force and effect.

READ, UNDERSTOOD AND AGREED

Brambles NSD, Inc. ("NSD")

Sirron Software ("Licensor")

Signed: *Monica Roscelli*

Signed: *Donald H. Norris*

Name: Monica Roscelli

Name: Donald H. Norris

Title: Escrow Officer

Title: President

Date: March 29, 2001

Date: March 26, 2001

USA - SAN JOSE OFFICE

2109 BERING DRIVE
SAN JOSE, CA 95131

TEL: (408) 451-2100
FAX: (408) 451-6500

A DIVISION OF BRAMBLES NSD, INC.

NORTH AMERICA • EUROPE • AUSTRALASIA • ASIA