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formerly Geac

### AMENDMENT FOR MAINTENANCE RENEWAL

Extensivity, Inc. ("Extensivity") f/k/a Geac Enterprise Solutions, Inc. ("Geac") successor-in-interest to Dun & Bradstreet Software Services, Inc. ("D&B") and El Dorado County California ("Customer") in accordance with the License Agreement dated August 11, 1992, as amended, ("the Agreement") do hereby renew maintenance and support for the term and Programs below:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
Payroll/Personnel System - IBM/MVS E Series including Position Control, History and Benefits Modules	\$ 67,989.00
Active Client for Payroll E Series	0.00
Active Client for Personnel E Series	0.00
Active Client Seats - 25 Users	0.00
IBM WEBSHERE® Host Access Transformation Service for use with Active Client.	0.00
Connector Foundation 5.0(with DAF Builder)	0.00
Employee Self Service™ - An Active Access Product for Host	0.00
Active Access Seats - 2500 Users	0.00


Initial Renewal Period: 08/23/06 - 08/22/07

**TOTAL \$ 67,989.00**

1. The parties agree that the Maintenance and Support Fees paid for the Programs hereunder are in consideration of Customer's commitment to remain on maintenance and support through the period ending August 22, 2008 ("Initial Period"). The annual fees shall entitle Customer to the following:
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Extensivity's electronic support tool, AnswerLink, with customer defined priority.
  - c. Telephone Support services available to Customer twenty four (24) hours per day, seven (7) days per week via a toll free telephone number with customer defined priority.

During the Initial Period Customer shall be entitled to the following additional services included with the payment of the Total Fees:

- d. Extensivity's Healthcheck
- e. Extensivity's 1-2-3 Train Me Program

  
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2. a. Customer shall pay the Total Fees set forth above upon receipt of a correct invoice from Extensity.
- b. The one (1) subsequent annual renewal of maintenance and support shall increase no more than six percent (6%) over the prior year's fees paid by Customer and shall be paid no later than the commencement dates of applicable renewal period.
- c. Subject to Customer's compliance with this Amendment, Customer shall receive maintenance and support for the Active Client Systems and twenty-five (25) users and the Active Access System and two thousand five hundred (2500) users for no additional fees for as long as Customer remains on maintenance and support for the corresponding Program set forth above and for so long as Extensity generally provides maintenance and support to its customers.
3. a. It is understood and agreed that the Benefits Open Enrollment™ – An Active Access Product for Host and 2500 Users as licensed by Customer pursuant to Attachment A of the Amendment for Maintenance Renewal dated March 30, 2004 is being exchanged for no additional fees for the Employee Self Service™ – An Active Access Product for Host and 2500 Users. The terms and conditions as set forth in the Attachment A of the Amendment for Maintenance Renewal dated March 30, 2004 shall apply to Employee Self Service™ – An Active Access Product for Host. On going maintenance and support shall be in accordance with paragraph 2.c above.
- b. In consideration of the license granted hereunder to Customer by Extensity, Customer agrees that its license of and right to use Benefits Open Enrollment™ – An Active Access Product for Host and 2500 Users shall terminate upon Customer's execution of this Amendment. Customer will cease use of Benefits Open Enrollment and destroy all copies of such program and Documentation in its possession, including copies which are resident in memory of any computer equipment of Customer.
4. It is agreed that Customer shall remain on maintenance and support for the Programs through the period ending August 22, 2008 (the "Initial Period"). After the Initial Period, and for so long as Extensity generally provides maintenance and support to its customers, this Amendment shall automatically renew and Customer shall pay for one-year periods (each a "Renewal Period") at Extensity's then-current list fees unless Customer provides Extensity with written notice of non-renewal at least six (6) months prior to the end of such Initial or Renewal Period.
5. This offer is valid until November 1, 2006.
6. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

EXTENSITY, INC.

By [Signature]  
 Authorized Representative  
 Name Printed Keith Anderson  
 Assistant Treasurer  
 Title \_\_\_\_\_  
 Date 10/31/2006

EL DORADO COUNTY CALIFORNIA

Customer  
 By [Signature]  
 Authorized Representative  
 Name Printed JAMES R. SWEENEY  
 Title Chairman  
 Date 10/24/06

ATTEST: CINDY KECK, Clerk  
 of the Board of Supervisors

By [Signature]  
 DEPUTY  
 10/24/06

[Signature]  
 Approved - Extensity Legal

**ATTACHMENT A**

ATTACHED TO AND MADE A PART OF this Amendment for Maintenance Renewal ("Amendment") between Extensity, Inc. ("Extensity") f/k/a Geac Enterprise Solutions, Inc. ("Geac") and El Dorado County California ("Customer") which amends the License Agreement dated August 11, 1992, as amended, ("the Agreement"):

Systems	Users	License Fee	Maint. & Support Fee	Total Fees
Payment Requests including One Thousand (1000) Licensed Documents <sup>1</sup> per year	N/A	\$0.00	Waived Year 1	\$0.00
<b>TOTAL FEES:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>


<sup>1</sup> Customer shall use the Payment Requests Program only to process up to 1000 Licensed Documents annually. As used herein the term "Licensed Document" shall mean a document resulting from Customer's use of the Payment Request Program licensed hereunder. Customer's use of Licensed Documents shall be based on a maximum number of Licensed Documents annually. In the event Customer's Licensed Documents annually exceed 1000, Customer agrees to license the right from Extensity to process such additional Licensed Documents at Extensity's then-current fees and under Extensity's then-current terms and conditions.

**LICENSE SITE:** \_\_\_\_\_

**GEOGRAPHIC TERRITORY:** The Systems may be Used in the following countries: USA.

**SPECIAL PROVISIONS:** The following special provisions, in addition to the terms and conditions above, shall apply solely to the Systems listed on this Attachment A notwithstanding anything to the contrary in the Agreement or the Amendment:

1. **Definitions.** "Use" means to load, execute, access, employ, utilize, store or display a System.
2. **Grant of License.** Extensity grants to Customer, for each System and related Documentation listed in this Attachment A, a perpetual, non-exclusive, nontransferable license to Use the Systems to process Customer's own internal data on the Hardware and Operating System Software (if applicable) at the Site in the Geographic Territory subject to restrictions in this Attachment A and the Agreement hereto.
3. **Confidentiality Obligations.** All Systems are subject to the Confidentiality and licensing restrictions of the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer shall allow access to the Systems only to authorized, full-time, permanent employees of Customer for the purposes set forth in the Documentation only and for no other purpose. Customer shall not allow any third party, including, but not limited to, contractors and/or consultants, to have access to any System. Notwithstanding anything to the contrary in the Agreement and without limitation of any kind, Customer shall be liable to Extensity for all damages, including but not limited to court costs and attorney's fees, arising from or related to breach of this provision by Customer.
4. **Customer Warranty.** Customer warrants that Customer will not, in conjunction with the Use of Systems in the Agreement, violate any patent, trademark, or copyright laws of the United States or any other jurisdiction, unlawfully infringe or interfere in any way with the proprietary rights, trade secrets, or literary property or rights of another, or present libelous, indecent, and/or illegal matter in conjunction with the Use of the Systems.
5. **ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.

  
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6. **Support and Maintenance.** The Total Fees shall include Support and Maintenance services for the Systems set forth herein for a period of one (1) year from the date of Customer's execution of this Amendment. Thereafter, Customer shall have the option to renew maintenance and support annually at Extensity's then-current fees.

Subject to Customer's compliance with this Attachment A, the Agreement and Amendment, Customer shall receive continued Support and Maintenance for those Systems set forth in this Attachment A where the maintenance and support fee is noted as "included" for no additional fees for so long as Customer remains current on Support and Maintenance for the corresponding Program set forth in the Amendment, and for so long as Extensity generally provides maintenance and support for the Systems to its customers.

7. **Shipping.** All Systems and Documentation licensed pursuant to this Attachment A shall be delivered FOB shipping point to Customer's specified shipping location.

8. **Extensity Warranty.** Extensity warrants that each System licensed to Customer will operate substantially in conformance with the applicable Documentation for such System for a period of ninety (90) days from the date of shipment of such System to Customer. Extensity warrants that the media on which the System is delivered to be free of defects in material and workmanship for a period of ninety (90) days following shipment.

Customer's sole and exclusive remedy for breach of either of the foregoing warranties shall be either replacement of the defective materials or a refund of the license fee paid for the nonconforming System(s) licensed herein. Customer must notify Extensity within the warranty period and provide a reasonable opportunity to Extensity to cure any breach.

The warranty above is voided by (i) Use of the Systems not in conformance with operating requirements set forth in the applicable Documentation or (ii) Use of modified Systems unless such modification is certified in writing by Extensity for Use by Customer. Notwithstanding anything to the contrary herein, Extensity does not warrant performance of or access to the Systems via the Internet or via telecommunications lines over which Extensity has no direct control.


9. **Disclaimer.** NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SYSTEMS, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY Extensity, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Extensity from any and all damages and liabilities, including reasonable attorney's fees and court costs, relating to any claim by users arising from or related to Use of or access to the Systems and/or output therefrom.

11. **Limitation of Liability.** Except (i) for Extensity's obligations regarding indemnification for infringement of a copyright or trademark, (ii) in the event of death or personal injury, and (iii) in the event of damage to tangible personal property, the total liability of Extensity, including but not limited to liability arising out of, resulting from, or in any way related to, contract, tort, breach of warranty, infringement or otherwise, shall not in any event exceed the license fees paid by Customer with respect to the affected System. Neither Extensity nor its licensors shall be liable for loss of profits, loss of revenue, or indirect, special, incidental, punitive, or consequential damages.

12. **Source Code.** Customer acknowledges that Extensity shall have no obligation to provide source code to Customer for any Systems.

13. **Exceptions.** Extensity shall have no obligation to support or maintain the Systems for Use on any computer system other than the Hardware and Operating System Software listed on this Attachment A (if applicable) or if Customer modifies the System other than as permitted by Extensity.

  
Approved - Extensity Legal



## AMENDMENT FOR MAINTENANCE RENEWAL

Geac Enterprise Solutions, Inc. ("Geac") f/k/a Geac Computer Systems, Inc. successor-in-interest to Dun & Bradstreet Software Services, Inc. ("D&B") and Management Science America, Inc. ("MSA") and El Dorado County California ("Customer") hereby amend the License Agreement dated August 11, 1992, as amended, ("the Agreement") as it pertains to the renewal of maintenance and support for the following System(s):

<u>System and Version</u>	<u>Maintenance Fees</u>
Payroll/Personnel System - IBM/MVS E Series including Position Control, History and Benefits Modules	\$ 60,086.00
Renewal Period: 08/23/04 - 08/22/05	
Active Client™ for use with Payroll E Series	0.00
Active Client™ for use with Personnel E Series	0.00
Twenty Five (25) Named Seats (or users)	0.00
Renewal Period: 02/25/04 - 08/22/05	
<b>TOTAL</b>	<b>\$ <u>60,086.00</u></b>

1. It is agreed to by both parties that the Maintenance Fees paid hereunder by Customer to Geac for the Systems are in consideration of Customer's commitment to remain on maintenance and support through the period ending August 22, 2006. The annual fees shall entitle Customer to those services offered under the Standard Option of Geac's Customer Select Program. These services currently are:
  - a. Software updates and enhancements
  - b. Access to Geac's electronic support tool, AnswerLink, with customer defined priority
  - c. Telephone Support services available to Customer twenty four (24) hours per day, seven (7) days per week via a toll free telephone number with customer defined priority.
  
2. Customer shall pay one hundred percent (100%) of the Maintenance Fees above upon receipt of a correct invoice from Geac.



3. With respect to the Payroll/Personnel System, with associated Modules, Customer hereby certifies to Geac that the total number of employees of Customer and its Subsidiaries as of the date of this Amendment is less than 2,000. In the event the total number of employees of Customer and its Subsidiaries should exceed 2,000 during the term of this Amendment, Customer shall immediately notify Geac in writing. Upon receipt of such notice, Geac shall invoice Customer for an amount equal to the difference between (a) the pro-rata amount of Geac's then-current maintenance fee for the Payroll/Personnel System, with associated Modules, applicable to customers with 2,000 or more employees, for the remaining period of this Agreement, and (b) the pro-rata amount paid by Customer for maintenance for the Payroll/Personnel System, with associated Modules, for such remaining period.
4. It is acknowledged that included in the fees set forth above Geac grants to Customer a perpetual, nonexclusive and nontransferable license for the Programs set forth in Attachment A to this Amendment.
5. For a period of one (1) year from the expiration of the Renewal Period above, the annual fees charged Customer for maintenance and support for the Systems set forth herein shall not increase more than seven percent (7%) over the prior year's annual maintenance and support fees paid by Customer for Standard Support. Upon the expiration of such period, Customer shall have the option to renew maintenance and support at Geac's then-current fees and under Geac's then-current terms and conditions.
6. It is agreed that Customer is committing to remain on maintenance and support for the Systems through the period ending August 22, 2006. In the event Customer elects to discontinue maintenance and support prior to such date, Geac shall invoice and Customer shall pay in full the total of Geac's then-current list fees for the remaining period left on this Amendment, but not to exceed more than ten percent (10%) per year over the prior year's fees.
7. This offer is valid until April 9, 2004.
8. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Geac has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Geac unless reduced to writing and signed by an authorized representative of Geac.

Geac ENTERPRISE SOLUTIONS, INC.

By *Keith Anderson*  
Authorized Representative

Name Printed Keith Anderson

Title Assistant Treasurer

Date 3/25/04

EL DORADO COUNTY CALIFORNIA

Customer  
By *Rusty Dupray*  
Authorized Representative

Name Printed **RUSTY DUPRAY**

Title *Chairman*

Date 3-30-2004

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

By *Margaret E. Moody*  
DEPUTY 3-30-04



**ATTACHMENT A**

ATTACHED TO AND MADE A PART OF this Amendment for Maintenance Renewal ("Amendment") between Geac Enterprise Solutions, Inc. ("Geac") and El Dorado County California ("Customer") which amends the License Agreement dated August 11, 1992, as amended, ("the Agreement"):

Systems	Users	License Fee	Maint. & Support Fee	Total Fees
IBM WEBSHERE® Host Access Client Package (including Host On Demand®, and Screen Customizer®) <sup>1</sup> for use with Active Client.	N/A	Included	Included	Included
Connector Foundation 5.0 (with DAF Builder) for use with the IBM/MVS/CICS/VSAM E Series Version of the Payroll System and Personnel System (when available)	N/A	Included	Included	Included
Benefits Enrollment™ - An Active Access Product for Host	N/A	Included	Included	Included
Active Access Users for use with the above System	2500	Included	Included	Included

<sup>1</sup> IBM WebSphere Host Access Client Package is a product of International Business Machines Corporation ("IBM"). IBM WebSphere Host Access Client Package can only be used with the listed System(s) and cannot be used with any non-Geac applications.

NETWORK ENVIRONMENT	DBASE	WEB SERVER	CONNECT METHOD	ACCESS

CLIENT HARDWARE	CLIENT SYSTEM	OPERATING	MAIL SYSTEM
IBM 7060 H30 Tier 40			

LICENSE SITE: 360 Fair Lane, Placerville, CA 95667

GEOGRAPHIC TERRITORY: The Systems may be Used in the following countries: USA.

SPECIAL PROVISIONS: The following special provisions, in addition to the terms and conditions above, shall apply to the Systems listed on this Attachment A notwithstanding anything to the contrary in the Agreement or Amendment:

- Definitions.** "Use" means to load, execute, access, employ, utilize, store or display a System.



2. **Grant of License.** Geac grants to Customer, for each System and related Documentation listed in this Attachment A, a perpetual, non-exclusive, nontransferable license to Use the Systems to process Customer's own internal data on the Hardware and Operating System Software (if applicable) at the Site in the Geographic Territory subject to restrictions in this Attachment A and the Agreement hereto.
3. **Confidentiality Obligations.** All Systems are subject to the Confidentiality and licensing restrictions of the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer shall allow access to the Systems only to authorized, full-time, permanent employees of Customer for the purposes set forth in the Documentation only and for no other purpose. Customer shall not allow any third party, including, but not limited to, contractors and/or consultants, to have access to any System. Notwithstanding anything to the contrary in the Agreement and without limitation of any kind, Customer shall be liable to Geac for all damages, including but not limited to court costs and attorney's fees, arising from or related to breach of this provision by Customer.
4. **Customer Warranty.** Customer warrants that Customer will not, in conjunction with the Use of Systems in the Agreement, violate any patent, trademark, or copyright laws of the United States or any other jurisdiction, unlawfully infringe or interfere in any way with the proprietary rights, trade secrets, or literary property or rights of another, or present libelous, indecent, and/or illegal matter in conjunction with the Use of the Systems.
5. **ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.
6. **Support and Maintenance.** Subject to Customer's compliance with this Attachment A and the Agreement and Amendment, Customer shall receive Support and Maintenance for the Systems set forth in this Attachment A for as long as Customer remains on Support and Maintenance for the corresponding System set forth in the Amendment.
7. **Restricted Use.** Customer shall Use Active Client and Connector Foundation (with DAF Builder) solely with the IBM/MVS/CICS E Series Version of the Payroll System and Personnel System Systems licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of Active Client and Connector Foundation (with DAF Builder) in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
- Customer shall Use Active Access solely with the IBM/MVS/CICS E Series Version of the Payroll System and Personnel System licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of such Active Access Systems shall be in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
8. **Shipping.** All Systems and Documentation licensed pursuant to this Attachment A shall be delivered FOB shipping point to Customer's specified shipping location.





9. **Geac Warranty.** Geac warrants that each System licensed to Customer will operate substantially in conformance with the applicable Documentation for such System for a period of ninety (90) days from the date of shipment of such System to Customer. Geac warrants that the media on which the System is delivered to be free of defects in material and workmanship for a period of ninety (90) days following shipment.

Customer's sole and exclusive remedy for breach of either of the foregoing warranties shall be either replacement of the defective materials or a refund of the license fee paid for the nonconforming System(s) licensed herein. Customer must notify Geac within the warranty period and provide a reasonable opportunity to Geac to cure any breach.

The warranty above is voided by (i) Use of the Systems not in conformance with operating requirements set forth in the applicable Documentation or (ii) Use of modified Systems unless such modification is certified in writing by Geac for Use by Customer. Notwithstanding anything to the contrary herein, Geac does not warrant performance of or access to the Systems via the Internet or via telecommunications lines over which Geac has no direct control.

10. **Disclaimer.** NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SYSTEMS, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY Geac, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Geac from any and all damages and liabilities, including reasonable attorney's fees and court costs, relating to any claim by users arising from or related to Use of or access to the Systems and/or output therefrom.

12. **Limitation of Liability.** Except (i) for Geac's obligations regarding indemnification for infringement of a copyright or trademark, (ii) in the event of death or personal injury, and (iii) in the event of damage to tangible personal property, the total liability of Geac, including but not limited to liability arising out of, resulting from, or in any way related to, contract, tort, breach of warranty, infringement or otherwise, shall not in any event exceed the license fees paid by Customer with respect to the affected System. Neither Geac nor its licensors shall be liable for loss of profits, loss of revenue, or indirect, special, incidental, punitive, or consequential damages.

13. **Source Code.** Customer acknowledges that Geac shall have no obligation to provide source code to Customer for any Systems.

14. **Exceptions.** Geac shall have no obligation to support or maintain the Systems for Use on any computer system other than the Hardware and Operating System Software listed on this Attachment A (if applicable) or if Customer modifies the System other than as permitted by Geac.

15. **Third-Party Software.** The Use of any third-party product delivered to Customer by Geac in a sealed package containing a "shrink wrap" license shall be governed by the terms of the license agreement contained within the package subject to this Attachment A and the Agreement. Notwithstanding any terms and conditions set forth in the Agreement or this Attachment A, Geac shall have no responsibility for such third-party product and all problem resolution and support for such third-party product shall be obtained by Customer from the applicable vendor.



16. **Unlisted Systems.** In connection with the delivery of the Systems licensed on this Attachment A, Geac may deliver to Customer certain programs which are not listed on this Attachment A for the sole and exclusive purpose of enabling Customer to Use the Systems licensed on this Attachment A. Customer shall use such additional programs only as required for the Use of the Systems licensed on this Attachment A and for no other purpose whatsoever. All of Customer's obligations under the Agreement and this Attachment A shall apply to such additional programs.

17. **Proprietary Information.** All Systems and Documentation, and any modifications or copies thereof, are proprietary to Geac and are protected by copyright and/or trade secret law. No ownership rights are transferred by Geac to Customer in this Attachment A or the Agreement. All proprietary notices, including but not limited to logos, copyrights, and trademarks, that are incorporated in, marked on, or affixed to a System or other Confidential Information by Geac or its suppliers shall be duplicated by Customer on all copies of all or any part of the System and shall not be altered, removed or obliterated. Customer must retain all Geac logos as set forth in the Documentation.

18. **Relationship of Parties.** Geac shall be considered an independent contractor. Nothing in this Agreement or Attachment A shall be construed to create a partnership, joint venture, or agency relationship between Customer and Geac.

19. **Injunctive Relief.** Each party's obligations under the confidentiality provisions hereof are of a unique character and each agrees that any breach may result in irreparable and continuing damage to the other party for which there will be no adequate remedy in damages. In the event of such a breach, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper.

20. **Terms and Conditions.** All other terms and conditions of the Agreement and the Amendment shall remain in full force and effect.

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# ORIGINAL

## AMENDMENT NO. 01

This Amendment No. 01 ("Amendment") is made a part of the License Agreement dated as of August 11, 1992, as amended ("Agreement"), between Geac Enterprise Solutions, Inc. ("Geac") formerly known as Geac Computer Systems, Inc. and El Dorado County California ("Customer").

Systems	Total Users	License Fee	Maint. & Support Fee	Total Fees
Active Client™ for use with Payroll System – IBM/MVS/CICS E Series Screen Set – An Active Access product for E Series		\$10,800.00	\$2,400.00	\$13,200.00
Active Client™ for use with Personnel System – IBM/MVS/CICS E Series Screen Set – An Active Access product for E Series		\$10,800.00	\$2,400.00	\$13,200.00
Active Client™ Seats for use with the above Systems	25	\$7,375.00	\$1,475.00	\$8,850.00
<b>Total Fees:</b>		<b>\$28,975.00</b>	<b>\$6,275.00</b>	<b>\$35,250.00</b>

HARDWARE ENVIRONMENT		
MANUFACTURER	MODEL	TIER
IBM	7060 H30	40

CLIENT HARDWARE	CLIENT OPERATING SYSTEM	MAIL SYSTEM

In consideration of the Total Fees paid hereunder to Geac, Customer has upgraded its Hardware from Tier 30 to Tier 40, as noted above. Customer shall have the right to install the Systems listed on the face of this Amendment and the following Systems previously licensed under the Agreement on the Hardware noted herein:

Payroll/Personnel Systems - IBM/MVS/CICS E Series Version with associated Modules  
 ExpertLink – One (1) Unit  
 Information Expert – Extended Use

**PAYMENT TERMS:** Upon Geac's execution of this Amendment, Geac shall invoice Customer for fifty percent (50%) of the Total Fees. Six months from the date of Customer's execution of this Amendment, Geac shall invoice Customer for the remaining fifty percent (50%) of the Total Fees. Customer shall pay all such invoices within thirty (30) days of the invoice date.

**LICENSE SITE:** 360 Fair Lane, Placerville, CA 95667.

**SPECIAL PROVISIONS:** The following special provisions, in addition to the terms and conditions above, shall apply to the Systems listed on this Amendment notwithstanding anything to the contrary in the Agreement:

1. **Confidentiality Obligations.** All Programs are subject to the Confidentiality and licensing restrictions of the License Agreement. Notwithstanding anything to the contrary in the License Agreement, Customer shall allow access to the Programs only to authorized, full-time, permanent employees of Customer for the purposes set forth in the Documentation only and for no other purpose. Customer shall not allow any third party, including, but not limited to, contractors and/or consultants, to have access to any Program.

Notwithstanding anything to the contrary in the Agreement and without limitation of any kind, Customer shall be liable to Geac for all damages, including but not limited to court costs and attorney's fees, arising from or related to breach of this provision by Customer.

2. **ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.
3. **Support and Maintenance.** Subject to Customer's compliance with this Amendment and the Agreement, the Total Fees shall include Support and Maintenance for a period of one year from the date of Customer's execution of this Amendment.
4. **Restricted Use.** Customer shall Use Active Client solely with the IBM/MVS/CICS E Series Version of the Payroll and Personnel Systems licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of such Active Client Systems in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
5. **Shipping.** All Systems and Documentation licensed pursuant to this Supplement shall be delivered FOB shipping point to Customer's specified shipping location.
6. **Geac Warranty.** Geac warrants that each Geac System licensed to Customer will operate substantially in conformance with the applicable Documentation for such System for a period of ninety (90) days from the date of shipment of such System to Customer. Geac warrants that the media on which the System is delivered to be free of defects in material and workmanship for a period of ninety (90) days following shipment.

Customer's sole and exclusive remedy for breach of either of the foregoing warranties shall be either replacement of the defective materials or a refund of the license fee paid for the nonconforming System(s) licensed herein. Customer must notify Geac within the warranty period and provide a reasonable opportunity to Geac to cure any breach.

The warranty above is voided by (i) Use of the Systems not in conformance with operating requirements set forth in the applicable Documentation or (ii) Use of modified Systems unless such modification is certified in writing by Geac for Use by Customer. Notwithstanding anything to the contrary herein, Geac does not warrant Use of the Systems via the Internet or via telecommunications lines over which Geac has no direct control.

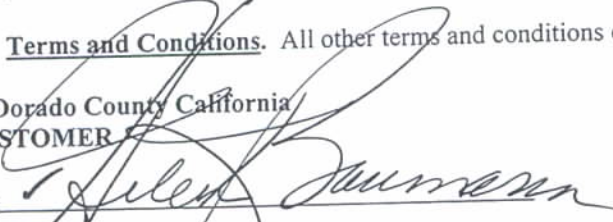
Geac does not warrant third-party software (i.e., software developed by a party other than Geac). All warranties, if any, for third-party software are made by the third-party software vendors and are subject to the terms and conditions of the third party software vendor.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PROGRAMS, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY Geac, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


7. **Source Code.** Customer acknowledges that Geac shall have no obligation to provide source code to Customer for any Systems.
8. **Third-Party Software.** The Use of any third-party product delivered to Customer by Geac in a sealed package containing a "shrink wrap" license shall be governed by the terms of the license agreement contained within the package subject to this Agreement. Notwithstanding any terms and conditions set forth in the Agreement, Geac shall have no responsibility for such third-party product and all problem resolution and support for such third-party product shall be obtained by Customer from the applicable vendor.
9. **Unlisted Systems.** In connection with the delivery of the Systems licensed on this Amendment, Geac may deliver to Customer certain programs which are not listed on this Amendment for the sole and exclusive purpose of enabling Customer to Use the Systems licensed on this Amendment. Customer shall use such additional programs only as required for the Use of the Systems licensed on this Amendment and for no other purpose whatsoever. All of Customer's obligations under the Agreement and Amendment shall apply to such additional programs.

10. **Relationship of Parties.** Geac shall be considered an independent contractor. Nothing in this Agreement or Amendment shall be construed to create a partnership, joint venture, or agency relationship between Customer and Geac.
11. **Customer's Administrator.** The County Officer or employee with responsibility for administering this Amendment is Gary Coverdale, Manager of Information Technology, Information Services Department, or successor.
12. **Fiscal Considerations.** The parties to this Agreement recognize and acknowledge that Customer is a political subdivision of the State of California. As such, Customer is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Customer's business, Customer will adopt a proposed budget prior to a given fiscal year, but, that the final adoption of a budget does not occur until after the beginning of the fiscal year.
13. **Terms and Conditions.** All other terms and conditions of the Agreement shall remain in full force and effect.

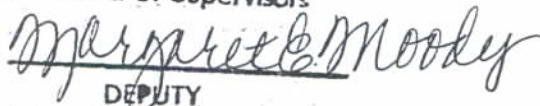
El Dorado County California  
CUSTOMER

By:   
 Name: HELEN K. BAUMANN  
 Title: Chairman  
 Date: February 25, 2003

Geac Enterprise Solutions, Inc.

By:   
 Name: Keith Anderson  
 Title: Assistant Treasurer  
 Date: 1/24/03

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

By:   
 DEPUTY  
2/25/03



**ORIGINAL**

66 Perimeter Center East, Atlanta GA 30346

**ORDER DATE: January 13, 2003**

REVISED: 2/20/01

**SERVICE ORDER FORM**

<b>CUSTOMER NAME:</b> El Dorado County of California		<b>MII #:</b> 10096	
<b>BILL TO ADDRESS:</b> 360 Fair Lane			
<b>CITY:</b> Placerville	<b>STATE:</b> CA	<b>COUNTRY:</b> USA	<b>ZIP CODE:</b> 95667
<b>CONTACT NAME:</b> Gary Coverdale	<b>PHONE #:</b> 530 621-5412		

**PAYMENT TERMS**

**PAYMENT TERMS:** Geac shall invoice Customer two times per month in arrears for services rendered and associated expenses incurred in the weeks prior to the invoice. Customer shall pay said invoice upon receipt. Customer agrees to utilize all of the estimated Services listed herein and remit payment to Geac for all Services licensed hereunder in accordance with the terms specified herein. Customer understands that the services being provided pursuant to this Service Order Form are not being provided on a fixed fee basis and that they will be deducted from the balance on a time and materials basis at the rates set forth herein. In the event that additional services are required in excess of the estimate provided herein, Customer may license additional services from Geac by executing Geac's then-current Service Order Form.

**CONTRACT PERIOD:** Customer agrees to utilize all services during the period ending six (6) months following execution of this Service Order Form.

**TAX STATUS**

<input type="checkbox"/>	<b>EXEMPT: TAX EXEMPT #</b>	<b>TAX STATE</b>
<input type="checkbox"/>	<b>NON- EXEMPT</b>	<b>PURCHASE ORDER NUMBER:</b>

**PURCHASE ORDER EXCEPTION:** Geac Enterprise Solutions, Inc. ("Geac") requires a Purchase Order for all services to be provided prior to the commencement of those services. If the Customer does not require issuance of a Purchase Order for services of the type being requested then Customer shall mark an X in the box next to the words, "Purchase Order Exception". By Customer's execution of this Service Order Form, Customer provides assurance to Geac that they will promptly and under the terms of this Service Order Form and the Services Agreement, pay invoices submitted for the requested services which reference this Service Order Form or the Services Agreement.

**SERVICES TO BE PERFORMED**

<input type="checkbox"/>	<b>SMARTSTREAM</b>	<input checked="" type="checkbox"/>	<b>ENTERPRISE SERVER</b>	<input type="checkbox"/>	<b>SQL FINANCIALS/HR/TECHNICAL</b>
--------------------------	--------------------	-------------------------------------	--------------------------	--------------------------	------------------------------------

**DESCRIPTION OF CONSULTING/EDUCATION SERVICES**

Geac shall provide 130 hours of consulting on the E Series Active Client product at a rate of \$180 per hour. These services are to assist with the implementation of Geac's Active Client product for E Series Payroll and Personnel products, teach El Dorado County personnel how to support and utilize the product and certify El Dorado County's staff on the use of the Customizer® tool. The parties acknowledge that the Active Client product for E Series Payroll and Personnel products were licensed pursuant to the Amendment No. 01 dated \_\_\_\_\_ between the parties.

Reasonable and Customary Travel and Living expenses for all services will be separately and additionally billed and are subject to El Dorado County's travel policy.

This offer is valid until February 28, 2003.

**SERVICES BREAKDOWN**

ACTIVITY CODES	ACTIVITY	EST. HRS/UNITS	PROJECT FEES
	Active Client Pay Per E Consulting	130 hours	\$23,400 .00
<b>TOTAL FEES:</b>			\$23,400.00

The terms and conditions set forth on the next page are incorporated herein.

CONSULTING RATES			
CATEGORY*	RATE	CATEGORY*	RATE
All	\$180.00		

\*SELECTIONS FOR CATEGORIES NOTED ABOVE (Choose all applicable titles and note applicable rate(s) above): Managing Consultant; Senior/Advisory Consultant; Associate/Staff Consultant; Project Manager/Advisory Project Manager; Technical Consultant; Senior Technical Consultant; or specify employee by name. Specify "ALL" for category, when the rate applies to all titles.

**TERMS AND CONDITIONS**

The following terms and conditions shall govern this Service Order Form ("Order") between Geac Enterprise Solutions, Inc. ("Geac") and Customer.

1. **RIGHTS TO PROGRAMS AND EDUCATION MATERIALS.** Geac shall retain all right, title and interest in and to any computer programs developed hereunder and/or the Education Materials (as defined below), and shall have the right to incorporate such programs in work for other customers and in its programs generally. Upon payment of the fees set forth on the reverse side of this Order, Customer shall have a license to use such programs and/or Education Materials in accordance with its most recent license agreement with Geac. Nothing shall be construed as restraining Geac, its employees, agents, or subcontractors in the use of the techniques and skills of computer programming and design which may be acquired in the course of performance of this Order.

2. **CONFIDENTIALITY.** Geac and Customer shall maintain the confidentiality of all information of Geac and Customer which at the time of first disclosure to Geac or Customer is clearly identified as confidential to the same extent that Geac and Customer keep confidential such information relating to their own business. Neither party shall be required to keep as confidential information which is, or becomes, publicly known, is already within Geac's or Customer's possession or knowledge, is independently developed by the receiving party outside the scope hereof, is rightfully obtained from third parties, or after five (5) years from the completion of the services for which the information was disclosed provided such information does not constitute a trade secret.

3. **LIMITATION OF LIABILITY.** In no event shall Geac be liable to Customer for incidental, special or consequential damages arising out of, resulting from, or in any way connected with, the performance or breach of this Order (regardless of the form of action) even if Geac has been advised of the possibility of such damages. Geac's liability to Customer for any cause whatsoever, and regardless of the form of action (including negligence), arising out of, resulting from or in any way connected with, the performance or breach of this Order shall in no event exceed the consulting and/or education fees paid.

4. **EDUCATION.** Geac hereby agrees to provide and deliver to Customer, pursuant to the terms and conditions of this Order, the education courses including documentation, microcomputer diskettes and video cassettes, if any (collectively referred to as "Education Materials") listed on the reverse side of this Order. Customer agrees:

- a. That the Education Materials have tangible value, contain valuable trade secrets, copyrights and confidential information of Geac;
- b. That it shall not itself, or by an agent or subcontractor in any manner or form whatsoever reproduce, copy, disclose, provide or otherwise make available, in whole or in part, the Education Materials or information contained therein, other than to Geac employees or agents in the scope of their employment or to Customer's employees in confidence for purposes specifically related to Customer's review of the Education Materials;
- c. The Education Materials, including copies, shall be returned to Geac upon written request and/or termination of Customer's right to use the Education Materials
- d. Geac charges a penalty of \$1,000 per day in the event of cancellation of scheduled on-site training unless Customer has provided written notice of cancellation at least ten (10) business days prior to the class start date. In the event of cancellation, all education materials shall be promptly returned to Geac at Customer's expense.

5. **TRAVEL & LIVING EXPENSES.** In addition to consulting and/or education fees, Customer will be invoiced (and agrees to pay) reasonable travel and living expenses incurred by Geac employees assigned to this Order. All Geac invoices are due net 30 days from invoice date. After notice, past due amounts owing from Customer shall bear interest at the rate of 1% per month.

6. **GOVERNING LAW.** This Order shall be governed by the laws of the State of California. This instrument, together with any attachments, represents the entire understanding of the parties relative to its subject matter and may only be modified in a written instrument signed by both parties.

Submitted By: Terri Williams

ATTACHED HERETO AND MADE A PART HEREOF: Consulting Services Proposal for Implementation of Active Client™ with Payroll and Personnel Services dated January 13, 2003 and El Dorado County's Travel Policy

Geac Enterprise Solutions, Inc. <i>Keith Anderson</i> Authorized Signature	El Dorado County of California <i>Helen K. Baumann</i> Authorized Signature	ATTEST: DIXIE L. FOOTER, Clerk of the Board of Supervisors By <i>Margaret E. Moore</i> DEPUTY 2-25-03
<i>Keith Anderson</i> Named Printed	<b>HELEN K. BAUMANN</b> Named Printed	
<i>Asst. of Treasurer</i> Title	<i>Chairman</i> Title	
<i>1/24/03</i> Date	<i>February 25, 2003</i> Date	

\*\*\*\*\*  
INTERNAL USE:

CUSTOMER NO:	10096	CONTRACT NO:	
REGION:	E Biz Host	BILL MEMO MGR.	Terri Williams
		SOLD BY:	Carolyn Aufhammer
		ACCOUNT EXEC:	Carolyn Aufhammer
REGION:		BILL MEMO MGR.	
		SOLD BY:	
		ACCOUNT EXEC:	





**Consulting Services Proposal  
For  
Implementation of Active Client™  
With  
Payroll and Personnel  
E Series**

**Prepared for  
El Dorado County of California**

**January 13, 2003**

**Table of Contents**

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1. Introduction
2. High Level Project Tasks
3. Roles and Responsibilities
4. Assumptions
5. Estimated Time and Cost

## 1. Introduction

We appreciate the opportunity to provide professional services for the implementation of Geac Enterprise Solutions, Inc.'s ("Geac") Enterprise Server Active Client™ product licensed by El Dorado County pursuant to the applicable license agreement with Geac. This proposal includes the initial services recommended to implement the E Series Payroll and Personnel Active Client™ products at El Dorado County's licensed site. **(NOTE: Customizer® is a product of International Business Machines Corporation ("IBM"). Customizer® can only be used with the applicable licensed Geac applications and can not be used with any non-Geac applications).**

The project has been created with a phased approach, Installation and Training, Business Process Validation using Active Client and Screen Customizer Workshop.

At the end of each phase you will realize the following results:

### Phase I:

- Active Client will be installed in your environment
- Your technical staff will be trained on how to support the product and make changes with Screen Customizer

### Phase II:

- Your Business Processes will have been executed using the Payroll and Personnel systems with Active Client
- Desired screen customizations have been identified

### Phase III:

- Your technical staff will have practical experience with Screen Customizer
- Desired screen customizations identified in phase II will be underway

At the end of the project the following benefits will be realized:

- The Active Client™ product will be operating smoothly in your environment,
- Your technical staff will have gained the capability to support the product going forward,
- Your users will be more effective by utilizing the system via a web based GUI interface, and
- Your technical staff will have a successful start on any screen modifications you wish to implement.

## 2. High Level Project Tasks

This proposal includes the services that will be performed by Geac to implement the Payroll and Personnel Active Client™ products in their vanilla form. Those services include:

### Phase I – Installation and Training:

- Creation of the project plan and ongoing project coordination,
- Installation of the base product, and
- Training of technical staff.

### Phase II – Business Process validation using Active Client:

- Ongoing project coordination,
- Creation of the Business Process validation test plan, and
- Support of the Business Process validation testing.

### Phase III – Screen Customization Workshop:

- Ongoing project coordination,
- Preparation of customization plan, and
- Support of customization workshop.

### **3. Roles and Responsibilities**

Geac will work in partnership with El Dorado County to achieve a successful implementation. The following are the types of resources that will be assigned to this engagement and the description of their roles and responsibilities.

#### **Geac**

Geac's project team will make available the application and technical expertise to assist throughout the project.

Geac will provide the following skill sets:

#### **Project Management**

The Project Manager's responsibilities are to provide overall project administration and planning support to the Geac Enterprise Server project team. The Project Manager is responsible for the coordination and performance of all Geac Enterprise Server's professional services. The Project Manager will manage the client relationship and ensure El Dorado County and Geac Enterprise Server's expectations are met. The Project Manager will work closely with the El Dorado County Project Sponsor to address issues and coordinate project activities. The Project Manager will be assigned part-time to oversee the project.

#### **Business Expertise**

Geac Enterprise Server service providers will provide the technical knowledge and functional knowledge to complete the project.

#### **Customer Resources**

Our experience in conducting projects of this nature indicates that client commitment and participation are essential to the success of the project. Accordingly, we would expect El Dorado County to assign personnel to the project with the following skill sets.

#### **Project Sponsor**

The Project Sponsor will have overall responsibility for the project and provide general guidance to the project team. The sponsor should have final authority over project funding and scope decisions. The Project Sponsor will set the high level scope and objectives.

#### **Project Manager**

We request that El Dorado County assign a Project Manager. The Project Manager's responsibilities are to provide overall project administration and planning support to the El Dorado County and Geac

Enterprise Server project team. The Project Manager is also responsible for the overall success and quality of the project. The El Dorado County Project Manager will work with the Geac Enterprise Server Project Manager to coordinate the Geac project team activities. The Project Manager will also interface to other internal departments at El Dorado County to coordinate the completion of tasks. We expect that the Geac service providers will work relatively independently during this project, however, the Project Manager should be available to assist in coordinating user resources for testing, reporting to management and coordinating internal technical activities such as planning for the production cutover.

#### Technical Resources

Support from El Dorado County's technical staff will be needed throughout the project to setup system security access, handle CICS administration, assist with in-house standards, etc.

#### User Resources

User resources consist of system users who represent functional areas addressed by the project, who are knowledgeable of the requirements, and are significant users of the current applications software. User resources participate in their assigned tasks in the work-plan.

#### 4. Assumptions

This proposal was created with the following assumptions.

- El Dorado County personnel will be involved in the project and available to perform necessary and appropriate project tasks on a timely basis.
- Geac consultants will be provided with adequate workspace including systems access, printers, fax machine, telephones and copiers while onsite.
- Geac will assign a Project Manager who will be responsible for coordinating the Geac resources assigned to this project.
- The El Dorado County Project Sponsor will be responsible for the overall coordination of decisions affecting the project. The El Dorado County Project Leader will coordinate your involvement.
- Decisions will be made timely in order to keep the project on schedule. Geac consultants will have regular access to decision-makers to facilitate the process when they are onsite.
- Estimates for Geac consulting services to be provided are based on our assumption of providing the stated assistance within the stated implementation time frame. Delays in the project schedule, changes in project scope, or changes in the level of Geac assistance requested will affect the effort required and resulting fees for these services.
- Most work will be performed onsite. However, some work may be performed offsite at Geac. All project-related work (except travel time) is considered billable.
- Access for all needed resources such as network, internet, TSO, CICS, etc. will be provided.
- El Dorado County technical personnel will be available to assist the Geac technical consultant during the project. Support typically includes help with logging on, creating files, in-house standards, etc.
- The required technical environment will be in place before a Geac consultant arrives onsite.
- No modifications have been made to the Geac Host products.
- Full modification services are not included but are available by contracting for additional services.
- Updating Procedures Manuals is not included but is available by contracting for additional services.
- Application Product Training is not included but is available by contracting for additional services.

- The technical project team will consist of 1 to 5 customer employees.



## 5. Estimated Time and Cost

*The following reflects the major areas of assistance that will be provided and the time and cost estimates for each:*

<b>Consulting Fees</b>	<b>Est HRS</b>
<b>Phase I – Installation and Training:</b>	
➤ Creation of the project plan and ongoing project coordination	6
➤ Installation of the base product	16
➤ Training of technical staff	24
<b>Total Phase I</b>	<b>46</b>
<b>Phase II – Business Process validation using Active Client:</b>	
➤ Ongoing project coordination	2
➤ Creation of the Business Process validation test plan	6
➤ Support of the Business Process validation testing	34
<b>Total Phase II</b>	<b>42</b>
<b>Phase III – Screen Customization Workshop:</b>	
➤ Ongoing project coordination	2
➤ Preparation of customization plan	8
➤ Support of customization workshop	32
<b>Total Phase III</b>	<b>42</b>
<b>Total Estimated Hours</b>	<b>130</b>
<b>Phase I Estimated Dollars</b>	<b>\$8,280</b>
<b>Phase II Estimated Dollars</b>	<b>\$7,560</b>
<b>Phase III Estimated Dollars</b>	<b>\$7,560</b>
<b>Total Estimated Dollars</b>	<b>\$23,400</b>

The costs listed above reflect an estimate of the services required to complete the project. This estimate is based on the best available information and does not represent a “fixed bid” for the project. If we require more than the estimated hours, we will notify you immediately and proceed only upon your authorization. Billing is based on the actual time and expenditures for this project. Travel and living expenses are separately and additionally billable and are subject to El Dorado County’s travel policy. This proposal is valid until February 28, 2003. We look forward to working with you on this project.

ORIGINAL

D&amp;B SOFTWARE

3445 Peachtree Rd., N.E., Atlanta, GA 30326-1276

## LICENSE AGREEMENT #C12-048

Customer Name  
& Address:El Dorado County California  
360 Fair Lane  
Placerville, California 95667

If Customer executes this License Agreement ("Agreement") on or before June 30, 1992, Dun & Bradstreet Software Services, Inc. ("DBS") grants to Customer and Customer accepts, subject to the terms and conditions of this Agreement, a nonexclusive and nontransferable perpetual license to use in the United States the following software system(s) ("System(s)", each System consisting of computer programs ("Software") and Documentation:

System and VersionLicense Fee

Payroll/Personnel Systems -IBM/MVS/CICS  
E Series Version with associated Modules  
in place of the IBM/VSE/CICS E Series Version  
(upgrade) except for Time and Attendance Module  
-IBM/VSE/CICS E Series Version

Good and valuable  
consideration the  
receipt and  
sufficiency of  
which is hereby  
acknowledged,  
and \$36,200.00.

Extra Set of Documentation (1 set)(upgrade)

Brightview® Module for use with Payroll/Personnel  
Systems including 50 programmable workstations  
and five (5) uses of Brightview® Development  
Tool Kit and Brightview® Software Distribution  
Controller Module (upgrade and unsupported).

ExpertLink® - one (1) unit (upgrade)

Hardware: Manufacturer IBM Model 4381 Tier 30Licensed Site: 360 Fair LanePlacerville, California 95667Attached hereto and made a part hereof: Attachment A

This Agreement contains the entire understanding of the parties pertaining to the System(s) and may be modified only by a writing executed by authorized representatives of DBS and Customer. Until executed by DBS, this Agreement shall constitute an offer by Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth below by DBS.

DUN &amp; BRADSTREET SOFTWARE SERVICES, INC.

EL DORADO COUNTY CALIFORNIA

By Sally M. FosterCustomer  
DATED: 8-11-92  
By William N. CenterName Printed Sally M. FosterName Printed WILLIAM N. CENTERTitle Vice President, Contract ManagementTitle Chairman, Pro-TermDate June 9, 1992ATTEST: Dixie L. Foote,  
Board of Supervisors Clerk

Dun &amp; Bradstreet Software

By Mauro & Thacker

1. **MAINTENANCE.** ~~For a period of one (1) year from the date of this Agreement~~ to a single location of Customer: DBS shall provide Customer with all updates and improvements which DBS makes to a System and does not separately market. So long as Customer installs all DBS updates and improvements in a timely manner, upon notice from Customer, DBS shall use reasonable efforts to confirm the existence of any Software nonconformance with the Documentation and correct such nonconformance. If DBS determines that no such nonconformance exists, Customer shall pay for DBS's services at DBS's then-current rates.

2. **WARRANTIES.**

a. For sixty (60) days following delivery of each System, DBS warrants that the Software will conform to the Documentation. Should DBS fail to correct any nonconformance within sixty (60) days after receipt of written notice ("Cure Period"), Customer's sole and exclusive remedy shall be to terminate this Agreement as it pertains to the nonconforming System and receive a refund of the License Fee paid for such System. Any such notice of termination must be received by DBS within ten (10) days following the expiration of the Cure Period.

b. DBS warrants that it has the authority to enter into and perform its obligations under this Agreement.

c. DBS'S WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **PAYMENT.** ~~Customer shall pay ninety percent (90%) of the total License Fee upon Customer's execution of this Agreement. Customer shall pay the remainder of the total License Fee ninety (90) days from the date of this Agreement.~~ Customer shall reimburse DBS for all reasonable travel and living expenses incurred by DBS in rendering all services. All charges shall be paid within thirty (30) days of invoice date. Customer shall be responsible for all federal, state, or local taxes, duties, or similar assessments based on or arising out of this Agreement, excluding taxes based on DBS's net income. Any amount not paid when due shall bear interest at the rate of 1-1/2% per month, or the maximum legal rate if less.

4. **USE.** Customer may use the System(s) at the Licensed Site in a remote access mode solely to process its own data and the data of all Customer subsidiaries located in the U.S. ("Subsidiaries"). Customer's use of all PC-based System(s) at Customer and Subsidiary locations shall not exceed the number of units or workstations licensed. Any cross-application system-type module or feature shall be used only with the System(s) with which it is delivered or for which it is licensed unless licensed specifically for use with other software systems. As used herein, "Customer" means the specific legal entity or operating unit that has executed this Agreement. Customer may transfer the System(s) to any other site owned by Customer upon notice to DBS. Customer shall not assign, sublicense, extend, or transfer its rights under this Agreement by operation of law or otherwise. Customer shall ensure that any Subsidiary that has, or any other party authorized by DBS to have, access to the System(s) complies with this Agreement. Customer shall be liable for any breach of this Agreement by any Subsidiary or any third party. Customer shall have sole responsibility for the propriety, confidentiality, and use of the data maintained by the System(s).

5. **RIGHT TO COPY.** Customer may make complete or partial copies of the Software as needed solely for testing, archival, and back-up purposes. Customer shall ensure that any proprietary, copyright, or trade secret notices contained in or placed upon the System(s) shall appear on any such copies.

6. **LIMITATION OF LIABILITY.** Except for patent or copyright infringement, DBS's liability arising out of or in any way connected with this Agreement shall not exceed the License Fee paid for the particular System involved. In no event shall DBS be liable for any indirect, incidental, special, or consequential damages. DBS also shall not be liable for any claim against Customer by any third party except for a patent or copyright infringement action and then only if DBS shall have received timely written notice of such action and the opportunity to assume the defense of such action.

7. **CONFIDENTIALITY.** Customer shall not disclose, provide, or otherwise make available to any third party, in whole or in part, the System(s) or any information relating thereto, this Agreement, or any confidential material of DBS (or its licensors) except in confidence to employees of Customer and its Subsidiaries to enable Customer to use the System(s). Customer shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the System(s) and all other confidential material of DBS or its licensors.

8. **MISCELLANEOUS.** All copyright, trade secret, and other property rights pertaining to the System(s) and all copies thereof are vested in DBS or its licensors. For purposes of Paragraphs 4, 5, 7, and 8 of this Agreement, "System(s)" includes all updates, improvements, and modifications, and all derivative works. If either party materially breaches any of its obligations hereunder and fails to remedy such breach within thirty (30) days of written notice, the other party may, in addition to any other remedies it may have, terminate this Agreement. Upon termination, Customer shall return the System(s) to DBS and destroy all copies, and certify in writing to DBS that Customer has complied with the foregoing. Customer's obligations under this Agreement shall survive any termination. Customer shall be responsible for all costs, including reasonable attorneys' fees, incurred by DBS in enforcing this Agreement. If Customer issues a purchase order in connection with this Agreement, none of its preprinted terms and conditions shall apply. All notices shall be in writing and shall be sent by first class mail to either party to the person and at the address shown on the face of this Agreement for such party. Any action of any kind arising out of or in any way connected with this Agreement must be commenced within one (1) year of the date upon which the cause of action accrued. This Agreement shall be governed by the laws of the State of ~~Georgia~~ California

ATTACHMENT A

ATTACHED TO AND MADE A PART OF a License Agreement between **Dun & Bradstreet Software Services, Inc.** ("DBS") and **El Dorado County California** ("Customer") for the right to use the software system(s) specified on the face of this Agreement.

A.1. Final Agreement. DBS and Customer expressly agree that, upon the execution of this Agreement, those portions of all prior agreements and understandings relating to any version of the System(s), including but not limited to such portions of the Software System Agreement between Customer and **Management Science America, Inc.**, ("MSA"), DBS's predecessor in interest, dated August 22, 1989, as amended (said prior agreements referred to as the "old agreements") are superseded in their entirety and shall be of no further force or effect except as expressly provided for herein. DBS and Customer recognize and agree that with respect to the System(s), Documentation, and all related materials previously provided to Customer pursuant to the old agreements, all protections and rights of a similar kind and nature to those provided by this Agreement, and the right of MSA to any payments under the aforesaid old agreements shall survive termination of those portions of the old agreements effected by execution of this Agreement, and that all other obligations, liabilities, and duties DBS and Customer, or their predecessors, may have had under, by reason of, or in connection with those portions of the old agreements are mutually released and terminated by execution of this Agreement. It is further recognized and agreed that all payments due MSA pursuant to the old agreements shall be due and payable to DBS by Customer upon execution of this Agreement.

A.2. The first twelve (12) words of Paragraph 1 (Maintenance) are deleted in their entirety and replaced with the following:

"For the period ending August 22, 1992 for the Payroll/Personnel Systems with associated Modules and extra set of Documentation, except for Time and Attendance Module which is unsupported by DBS; and for the period ending August 22, 1992 for ExpertLink<sup>(R)</sup>."

A.3. "As used in Paragraph 2.a, the terms "System", "Software" and "Documentation" shall only apply to the IBM/MVS/CICS E Series Version of the Payroll/Personnel Systems and associated modules."

A.4. The first two (2) sentences of Paragraph 3 (Payment) of this Agreement are deleted in their entirety and replaced with the following:

"a. Customer shall pay fifty percent (50%) of the total License Fee upon Customer's execution of this Agreement.

b. Customer shall pay the final fifty percent (50%) of the total License Fee upon Customer's acceptance of the System, which acceptance will be determined with accordance with Paragraph 2.a., but in any event no later than one (1) year from the date of this Agreement.

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- c. Time is of the essence in this paragraph and if Customer fails to make any payment hereunder, such event shall constitute a material breach by Customer; whereupon, at the election of DBS, any remaining unpaid payments shall at once be due and payable upon ten (10) days' notice by registered mail and DBS may pursue any remedies it may have under applicable law."

A.5. Paragraph 7 (Confidentiality) of this Agreement is amended to include the following:

In the event Customer is required by applicable law to disclose to any third party this Agreement, the System(s), or any related material, Customer shall promptly notify DBS's Legal Department in Atlanta, Georgia in advance by telephone and facsimile. Customer shall protect DBS's proprietary, confidential, and trade secret information to the maximum extent allowed by such law and shall afford DBS the opportunity to intervene in any legal proceeding to obtain a protective order or other appropriate relief.

A.6. Customer certifies to DBS by Customer's execution of this Agreement that the total number of employees of Customer and its Subsidiaries is less than two thousand (2,000).

A.7. DBS shall maintain at its own expense during the term hereof, insurance with respect to DBS's performance of this Agreement of the types and in the minimum amounts described generally as follows:

- a. Full Workmen's Compensation and Employer's Liability Insurance covering all employees as required by law in the State of California.
- b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made), including but not limited to endorsements for the following coverages: personal injury; premises-operations; products and completed operations; blanket contractual; and independent contractors' liability.
- c. DBS will maintain comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, leased and nonowned vehicles used in connection with DBS's business of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made).
- d. Additional Insureds: The insurance required under b and c above shall include the Customer, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.
- e. Primary Coverage: The insurance required under b and c above shall provide that it is primary coverage with respect to DBS, Customer and all other additional insureds.

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- f. Cancellation Notice: The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Customer at the office of the El Dorado County Risk Manager, 415 Placerville Drive, Suite F, Placerville, California 95667.
  - g. Premium Payments: The insurance companies shall have no recourse against the Customer, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
  - h. Proof of Insurance Requirements: Upon request, DBS shall furnish proof of coverage satisfactory to Customer's Risk Manager as evidence that the insurance required above is being maintained. Proof that Customer is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence of an endorsement to DBS's insurance policy naming Customer as additional insured. Customer hereby acknowledges and agrees that the standard Certificate of Insurance currently issued by DBS's insurance company, properly completed with the appropriately named additional insureds, is satisfactory to Customer's Risk manager for the purposes of this paragraph of the Agreement.
  - i. Policy Deductibles: DBS shall be responsible for all deductibles in all of DBS's insurance policies.
  - j. DBS Obligations: DBS's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
  - k. Material Breach: Failure of DBS to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph shall constitute a material breach of the entire Agreement.
  - l. Commencement of Performance: DBS shall not commence performance of this Agreement unless and until compliance with each and every requirement of this particular paragraph is achieved.
  - m. Claims Made Insurance: In the event DBS cannot provide an occurrence policy, DBS shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- A.8. It is understood and agreed that DBS shall continue to provide Customer with maintenance services for the IBM/VSE/CICS E Series Version of the System specified on the face of this Agreement for the period ending July 31, 1992. Such maintenance for the IBM/MVS/CICS E Series Version is being provided in addition to the maintenance services provided pursuant to Paragraph 1 (Maintenance) for the IBM/VSE/CICS E Series Version and shall be for the sole purpose of enabling Customer to convert from the IBM/VSE/CICS E Series Version to the IBM/MVS/CICS

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E Series Version of the System.

- A.9. For the License Fee specified on the face of this Agreement, DBS will not provide Customer with any onsite installation services for the System referenced on the face of this Agreement. Therefore it is understood that there will be no travel and living expenses associated with the initial license use granted hereunder. In the event Customer licenses any onsite installation services in the future from DBS, Customer will pay to DBS all reasonable travel and living expenses at DBS's then-current rate.

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LICENSE AGREEMENT #C12-048

Customer Name & Address: El Dorado County California 360 Fair Lane Placerville, California 95667

If Customer executes this License Agreement ("Agreement") on or before June 30, 1992. Dun & Bradstreet Software Services, Inc. ("DBS") grants to Customer and Customer accepts, subject to the terms and conditions of this Agreement, a nonexclusive and nontransferable perpetual license to use in the United States the following software system(s) ("System(s)", each System consisting of computer programs ("Software") and Documentation:

System and Version

License Fee

Payroll/Personnel Systems -IBM/MVS/CICS E Series Version with associated Modules in place of the IBM/VSE/CICS E Series Version (upgrade) except for Time and Attendance Module -IBM/VSE/CICS E Series Version

Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and \$36,200.00.

Extra Set of Documentation (1 set)(upgrade)

Brightview® Module for use with Payroll/Personnel Systems including 50 programmable workstations and five (5) uses of Brightview® Development Tool Kit and Brightview® Software Distribution Controller Module (upgrade and unsupported).

ExpertLink® - one (1) unit (upgrade)

Hardware: Manufacturer IBM Model 4381 Tier 30

Licensed Site: 360 Fair Lane Placerville, California 95667

Attached hereto and made a part hereof: Attachment A

This Agreement contains the entire understanding of the parties pertaining to the System(s) and may be modified only by a writing executed by authorized representatives of DBS and Customer. Until executed by DBS, this Agreement shall constitute an offer by Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth below by DBS.

DUN & BRADSTREET SOFTWARE SERVICES, INC.

EL DORADO COUNTY CALIFORNIA

By Sally M. Foster

Customer DATED: 8-1-92

By William N. Center

Name Printed Sally M. Foster

Name Printed WILLIAM N. CENTER

Title Vice President, Contract Management

Title Chairman, Pro-Tem

Date June 9, 1992

ATTEST: Dixie L. Foote, Board of Supervisors Clerk

Dun & Bradstreet Software

Rv. Theodor E. Hoader



ATTACHMENT A

ATTACHED TO AND MADE A PART OF a License Agreement between **Dun & Bradstreet Software Services, Inc.** ("DBS") and **El Dorado County California** ("Customer") for the right to use the software system(s) specified on the face of this Agreement.

A.1. Final Agreement. DBS and Customer expressly agree that, upon the execution of this Agreement, those portions of all prior agreements and understandings relating to any version of the System(s), including but not limited to such portions of the Software System Agreement between Customer and **Management Science America, Inc.**, ("MSA"), DBS's predecessor in interest, dated August 22, 1989, as amended (said prior agreements referred to as the "old agreements") are superseded in their entirety and shall be of no further force or effect except as expressly provided for herein. DBS and Customer recognize and agree that with respect to the System(s), Documentation, and all related materials previously provided to Customer pursuant to the old agreements, all protections and rights of a similar kind and nature to those provided by this Agreement, and the right of MSA to any payments under the aforesaid old agreements shall survive termination of those portions of the old agreements effected by execution of this Agreement, and that all other obligations, liabilities, and duties DBS and Customer, or their predecessors, may have had under, by reason of, or in connection with those portions of the old agreements are mutually released and terminated by execution of this Agreement. It is further recognized and agreed that all payments due MSA pursuant to the old agreements shall be due and payable to DBS by Customer upon execution of this Agreement.

A.2. The first twelve (12) words of Paragraph 1 (Maintenance) are deleted in their entirety and replaced with the following:

"For the period ending August 22, 1992 for the Payroll/Personnel Systems with associated Modules and extra set of Documentation, except for Time and Attendance Module which is unsupported by DBS; and for the period ending August 22, 1992 for ExpertLink<sup>(R)</sup>."

A.3. "As used in Paragraph 2.a, the terms "System", "Software" and "Documentation" shall only apply to the IBM/MVS/CICS E Series Version of the Payroll/Personnel Systems and associated modules."

A.4. The first two (2) sentences of Paragraph 3 (Payment) of this Agreement are deleted in their entirety and replaced with the following:

"a. Customer shall pay fifty percent (50%) of the total License Fee upon Customer's execution of this Agreement.

b. Customer shall pay the final fifty percent (50%) of the total License Fee upon Customer's acceptance of the System, which acceptance will be determined with accordance with Paragraph 2.a., but in any event no later than one (1) year from the date of this Agreement.

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- c. Time is of the essence in this paragraph and if Customer fails to make any payment hereunder, such event shall constitute a material breach by Customer; whereupon, at the election of DBS, any remaining unpaid payments shall at once be due and payable upon ten (10) days' notice by registered mail and DBS may pursue any remedies it may have under applicable law."

A.5. Paragraph 7 (Confidentiality) of this Agreement is amended to include the following:

In the event Customer is required by applicable law to disclose to any third party this Agreement, the System(s), or any related material, Customer shall promptly notify DBS's Legal Department in Atlanta, Georgia in advance by telephone and facsimile. Customer shall protect DBS's proprietary, confidential, and trade secret information to the maximum extent allowed by such law and shall afford DBS the opportunity to intervene in any legal proceeding to obtain a protective order or other appropriate relief.

A.6. Customer certifies to DBS by Customer's execution of this Agreement that the total number of employees of Customer and its Subsidiaries is less than two thousand (2,000).

A.7. DBS shall maintain at its own expense during the term hereof, insurance with respect to DBS's performance of this Agreement of the types and in the minimum amounts described generally as follows:

- a. Full Workmen's Compensation and Employer's Liability Insurance covering all employees as required by law in the State of California.
- b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made), including but not limited to endorsements for the following coverages: personal injury; premises-operations; products and completed operations; blanket contractual; and independent contractors' liability.
- c. DBS will maintain comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, leased and nonowned vehicles used in connection with DBS's business of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made).
- d. Additional Insureds: The insurance required under b and c above shall include the Customer, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.
- e. Primary Coverage: The insurance required under b and c above shall provide that it is primary coverage with respect to DBS, Customer and all other additional insureds.

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- f. Cancellation Notice: The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Customer at the office of the El Dorado County Risk Manager, 415 Placerville Drive, Suite F, Placerville, California 95667.
- g. Premium Payments: The insurance companies shall have no recourse against the Customer, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- h. Proof of Insurance Requirements: Upon request, DBS shall furnish proof of coverage satisfactory to Customer's Risk Manager as evidence that the insurance required above is being maintained. Proof that Customer is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence of an endorsement to DBS's insurance policy naming Customer as additional insured. Customer hereby acknowledges and agrees that the standard Certificate of Insurance currently issued by DBS's insurance company, properly completed with the appropriately named additional insureds, is satisfactory to Customer's Risk manager for the purposes of this paragraph of the Agreement.
- i. Policy Deductibles: DBS shall be responsible for all deductibles in all of DBS's insurance policies.
- j. DBS Obligations: DBS's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- k. Material Breach: Failure of DBS to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph shall constitute a material breach of the entire Agreement.
- l. Commencement of Performance: DBS shall not commence performance of this Agreement unless and until compliance with each and every requirement of this particular paragraph is achieved.
- m. Claims Made Insurance: In the event DBS cannot provide an occurrence policy, DBS shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

A.8. It is understood and agreed that DBS shall continue to provide Customer with maintenance services for the IBM/VSE/CICS E Series Version of the System specified on the face of this Agreement for the period ending July 31, 1992. Such maintenance for the IBM/MVS/CICS E Series Version is being provided in addition to the maintenance services provided pursuant to Paragraph 1 (Maintenance) for the IBM/VSE/CICS E Series Version and shall be for the sole purpose of enabling Customer to convert from the IBM/VSE/CICS E Series Version to the IBM/MVS/CICS

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E Series Version of the System.

- A.9. For the License Fee specified on the face of this Agreement, DBS will not provide Customer with any onsite installation services for the System referenced on the face of this Agreement. Therefore it is understood that there will be no travel and living expenses associated with the initial license use granted hereunder. In the event Customer licenses any onsite installation services in the future from DBS, Customer will pay to DBS all reasonable travel and living expenses at DBS's then-current rate.

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