

El Dorado County Recorder/Clerk
CRiis™ LICENSE AGREEMENT

**AGREEMENT #061-S0311
AMENDMENT III**

WHEREAS:

- A. The County of El Dorado and AtPac, ("the parties"), entered into the *CRiis*™ License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part hereof; and
- B. The parties executed the First Amendment to that Agreement for Services #061-S0311 effective October 2, 2007, incorporated herein and made a part hereof; and
- C. The parties executed a Second Amendment to Agreement #061-S0311 in compliance with AB 1168 Government Code 27301, Civil Code section 1798.1 and other statutes; incorporated herein and made part hereof; and
- D. The parties desire to amend Agreement #061-S0311 a third time to update fees, provide for an extended term and, add modules as shown in Attachment I Exhibit A attached hereto and incorporated herein; while continuing the services as shown in Amendment I and II incorporated herein.

NOW THEREFORE, IT IS AGREED by the parties as follows:

1. Item **6.2 Warranty** on page 3 of the *CRiis*™ License Agreement shall be amended to include: Licensor warrants that the package will operate in all material aspects in conformity with applicable manuals.

The amended total not to exceed (NTE) the amount of this Agreement along with Amendments will be eight hundred, sixty-five thousand, six hundred four dollars and twenty one cents (\$865,604.21), calculated as follows: Original Agreement \$80,238.85, add Amendment I 88,400.21, add Amendment II Exhibit 2, Exhibit 3, Exhibit 4, in the aggregate sum of \$431,360.94 including \$6,055.79 for possible additional costs as the as the total number of records to convert in Amendment II are still not fully known, add, **Amendment III**, as shown on Attachment 1 Exhibit A, for services provided therein, the County agrees to pay a sum not to exceed \$265,694.21 payable as follows: the first year amounts shown in Exhibit A, Attachment I Amendment III on an as installed, or provided basis within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services provided.

Thereafter, the County agrees to pay Annual Maintenance fees as shown on Amendment III to contract #061-S0311 in Exhibit A to Attachment 1.

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected

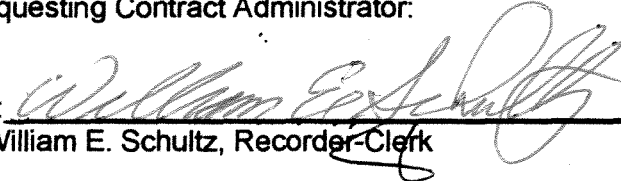
with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-Contractor(s) and employee(s) of any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Venue: Any dispute resolution action arising out of the Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Except for the amendments set forth herein, all other terms and conditions of the Contract #061-S0311, including attachments A,B, C and D thereto; and including Amendment 1 and Amendment II to said Agreement, shall remain unchanged, and will continue to remain in full force and effect.

Administrator: The County Officer or employee with responsibility for administering this Agreement is William E. Schultz, Recorder-Clerk, Recorder Clerk Department, or successor.

Requesting Contract Administrator:

BY:  8/30/12
William E. Schultz, Recorder-Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #061-0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

Dated: _____

El Dorado County Board Of Supervisors

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

AtPac
A California Corporation

By: _____

Name
Title
"Contractor"

Dated: _____

By: _____

Dated: _____

ATTACHMENT 1
END USER LICENSE AGREEMENT

This End User License Agreement (this "**Agreement**") is entered into as of 10-01, 2012 (the "**Effective Date**") by and between

County of El Dorado **State of** California

El Dorado County Recorder/Clerk

As

Licensee

And

AtPac

13300 New Airport Road, Suite 101

Auburn, CA 95602

Attention Linda Maclam

Telephone - (530) 887-2249

Facsimile - (530) 887-2259

As

Licensor

RECITALS

Whereas, it is the desire of the Licensee to (i) acquire a software system license (the "**License**") from Licensor and (ii) to provide the services (the "**Services**") described in that certain County of El Dorado license agreement including Attachments A, B, C, and D thereto executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002

Whereas, it is the desire of Licensor to provide the License and Services to Licensee according to the terms and conditions set forth in this Agreement, and

Whereas, it is the understanding of the parties that Licensor is providing, for a fee, the License and Services in combination with the other products to meet the stated needs of the Licensee.

AGREEMENT

Now therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, the adequacy of which consideration is hereby accepted and acknowledged, the parties mutually agree as follows:

1. Definitions. This Agreement incorporates by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict the definitions provided in this Agreement.

2. License.

2.1 Grant of Rights. Licensor hereby grants Licensee a non-transferable and non-exclusive license to use the Package (as defined below), provided Licensee complies with the terms and conditions set forth below.

2.2 Payment. Licensee shall pay to Licensor a fee for the License rights with other products and obligations defined in this Agreement. All fees for this License and other products and services are described in Exhibit A of this Agreement.

2.3 Package. This License shall apply to the Licensor's functional description of the software products and services listed in Exhibit A of this Agreement, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (collectively the "**Package**").

2.4 License. Copies of the Package created or transferred pursuant to this Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy of the Package itself. Furthermore, Licensee receives no rights to the Package other than those specifically granted in this Section 2. Without limiting the generality of the foregoing, Licensee will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Package, (ii) use the Package for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Package; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Package's source code.

2.5 Package Use. The Package may only be used, on and in connection with central processing unit(s) ("**System**") identified in Exhibit A, or as they may be from time-to-time moved with the Licensee operations. Identification of the central processing unit(s) is included in Exhibit A. unless otherwise identified in this Agreement or its attachments or exhibits, a separate license and license fee is required for each computer system upon which the Package will be used.

3. Confidentiality.

3.1 Confidential Information. Licensee acknowledges that in the course of this Agreement, Licensee may have access to and/or be in possession of Confidential Information (as defined below) of the Licensor. "**Confidential Information**" shall mean information regarded by Licensor as confidential, including without limitation: (i) information relating to employee, vendor, client or customer information; (ii) sales and marketing material and methodologies; (iii) financial or business affairs; (iv) the Package, (including without limitation, all software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by Licensor to Licensee, and (v) any other intellectual property, processes, patents, trade secrets, proprietary products or materials of Licensor. Licensee acknowledges that the Confidential Information is subject to the proprietary rights of Licensor, is a trade secret of Licensor, and is protected by civil and criminal law. Licensee will hold the Confidential Information in strict confidence and in no less a manner than it holds its own Confidential Information and will not release or disclose any Confidential Information to third parties. At the option of Licensor, the Licensee will have its employees, agents, officers, and, or sub-contractors execute non-disclosure agreements for the protection of Licensor's Confidential Information.

3.2 Notice Of Rights. Licensee shall reproduce and include the entire notice of proprietary rights of Licensor on all copies of the Package in any form, in whole or in part. Said copies shall only be made as expressly provided by this Agreement.

3.3 Notice Of Unauthorized Use. Licensee shall notify Licensor immediately of known or suspected unauthorized use, access, or possession of the Package or any part thereof.

4. Reproduction.

4.1 Copies. Except as otherwise agreed to in writing by Licensor, neither the Package nor any other documents provided to the Licensee per this Agreement may be copied or reproduced by Licensee. Additional copies of user documentation may be obtained from Licensor.

Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this Agreement. Notwithstanding the foregoing, any licensed programs which are provided by Licensor to Licensee under this Agreement in machine readable form may be copied, in whole or in part, in printed machine readable form in sufficient number for use by the Licensee with the designated central processing unit, for backup purposes, or archive purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of Licensor.

4.2 Records and Audit. The Licensee agrees to maintain appropriate records of the number and locations of copies of the Package. The original, and any copies of the Package, in whole or in part, which are made by the Licensee shall be the property of Licensor. This does not imply that Licensor owns the media on which the Package is recorded. Licensee agrees to make its facilities available upon written notice for inspection and audit at the cost of Licensor for determination of the number of copies and, or license locations. Licensee will cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of the Package. Such audit will not unreasonably interfere with Licensee's business activities. In the event that an audit reveals unauthorized use of the Package, Licensee will reimburse Licensor for the reasonable cost of the audit, in addition to such other rights and remedies and Licensor may have.

5. Term and Termination.

5.1 Term. The term of this Agreement is as set forth in Exhibit A.

5.2 Termination for Cause. Failure to comply with any provisions of this Agreement shall be cause for default and termination. Either party may terminate this Agreement for material breach by written notice, effective in 30 days unless the other party first cures such breach.

5.3 Insolvency. This Agreement may be terminated immediately by Licensor if Licensee ceases conducting business in the normal manner, becomes insolvent, either voluntarily or involuntarily, undertakes or becomes subject to any laws relating to bankruptcy, insolvency, or protection of creditors, other than reorganization.

5.4 Duty Upon Termination. Upon termination or expiration of this Agreement, (i) any and all fees owed by Licensee to Licensor shall become immediately due and payable, (ii) Licensee will (a) return the Package to Licensor and all materials of a confidential and/or proprietary nature, as well as any and all copies of the same, and all property (tangible or intangible) belonging to Licensor; or (b) will certify to Licensor in writing through the best efforts of Licensee, and to the best of Licensee's knowledge, the original and all copies, in whole or in part, in any form, of the Package received under the terms of this Agreement or made in connection with this Agreement have been destroyed, except that, upon prior written authorization from Licensor, the Licensee may retain a copy for archive purposes.

6. Warranty.

6.1 Authority. Each party signing this Agreement represents and warrants that, as of the Effective Date, it has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

6.2 Warranty. Licensee acknowledges the complexity and interrelationship of each of the component parts comprising the Package and agrees that the sole liability of the Licensor to the Licensee, and Licensee's exclusive remedy against the Licensor for any inherent defects in the Package shall be limited to the Licensor providing adequate programming services, at no cost

to the Licensee, to correct any such inherent defect, as Licensor deems necessary or appropriate, upon written 30 days written notice.

6.3 EXCEPT AS SET FORTH IN THIS SECTION 6.3, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND/OR EACH OF THE COMPONENT PARTS. LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSOR DOES NOT WARRANT THAT THE PACKAGE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. LICENSOR PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (I) A MODIFICATION OF THE PACKAGE MADE BY ANYONE OTHER THAN LICENSOR, UNLESS LICENSOR APPROVES SUCH MODIFICATION IN WRITING; (II) IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, OR UNAUTHORIZED REPAIR OR INSTALLATION; OR (III) USE OF THE PACKAGE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR SPECIFICATIONS OF THE PACKAGE, OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION OR SPECIFICATIONS.

7. Limitation of Liability.

LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE PACKAGE, OR ANY OF ITS COMPONENT PARTS. FURTHERMORE, (I) IN NO EVENT WILL LICENSOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO LICENSOR PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY; AND (II) IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF LICENSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IS SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF LICENSEE'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provision of this Section 7, Licensor's liability will be limited to the maximum extent permissible.

8. General.

8.1 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

8.2 Liens. Licensee shall keep each and every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor, and any act of Licensee, voluntary or involuntary, purporting to create a claim of law or encumbrance on such an item shall be void.

8.3 Notice. All notices, requests, demands and other communications called for or contemplated in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, or four(4) days after being mailed (the date of the mailing shall count as the first day) by United States certified or registered mail, postage prepaid, addressed to the appropriate party at the first above mentioned address or such other address as the parties may designate by written notice in the manner described above.

8.4 Assignment. This Agreement and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the Licensee without the Licensor's express written consent. Any unauthorized attempt by the Licensee to assign any of its rights, duties, or obligations of this Agreement, or any of the Licensor's Package or materials to which this Agreement applies are void.

8.5 Amendment. This Agreement may not be modified except (i) by authorized representatives of each party and (ii) in a written contract signed by both parties.

8.6 Taxes. Licensee is responsible for the payment of any and all taxes or other governmental charges resulting from this license and, or use of the Package, including but not limited to sales taxes, excise taxes, permit fees, governmental license fees, and other such governmental charges associated with the license of the Licensor's materials.

8.7 Delays. Licensor shall not be liable for any damages or penalty for delay in delivery or non-performance on its part, when such results from cause beyond the control of Licensor, including but not limited to delays in transportation.

8.8 Arbitration. By mutual agreement of the parties, any controversy between the parties to this Agreement involving the construction or application of any term, condition, or promise contained in this Agreement, or with respect to any breach or alleged breach of any obligation, duty, responsibility or covenant contained in this Agreement, may be submitted to arbitration, upon written consent of one party served on the other party, and such arbitration shall be governed by the provisions of the California Arbitration Act, as set forth in the California Code of Civil Procedure.

8.9 Attorney's Fees. If any legal claim or arbitration is brought or commenced by either party to this Agreement against the other for the enforcement of this Agreement or because of an alleged dispute, breach or default under this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and other cost in such action in addition to all other relief to which said party may be entitled.

8.10 Injunctive Relief. If the Licensee attempts to use, copy, license or convey the items supplied by the Licensor under the terms and conditions of this Agreement, in a manner contrary to this Agreement or the terms of any collateral agreement, or in derogation of the Licensor's proprietary rights, whether these rights are explicitly stated in this Agreement or are determined by law, Licensor shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action. Licensee acknowledges that the Licensor's other remedies are inadequate.

8.11 Waiver. No rights shall be waived, and no breach excused, unless an authorized representative of the waiving or consenting party gives notice in an explicit written waiver. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

8.12 Limitations of Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause has arisen.

8.13 Integration. This Agreement, and any related attachments, electronic licenses, electronic notices, or exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded. This Agreement may not be modified except by a writing signed by the Licensor and Licensee.

8.14 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without reference to such state's principles of conflicts of law. The parties consent to the person and exclusive jurisdiction of the federal and state courts of Sacramento County, California.

8.15 Severability. If any part of this Agreement is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the Agreement will still be in full force and effect.

8.16 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.

8.17 Conflicts among Attachments. In the event of any conflict between the terms of the main body of this Agreement and those of the Contract or any attachment, the terms of the main body of this Agreement will govern.

8.18 Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

8.19 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

8.20 Injunctive Relief. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitle the other party to seek injunctive relief in addition to all legal remedies. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

8.21 Headings. The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the meaning or interpretation hereof.

8.22 No Third-party Beneficiaries. This Agreement is solely for the benefit of the Licensee and Licensor and shall create no rights of any nature in any person not a party hereto.

8.23 Survival. Section(s) 3 (Confidentiality), 5.4 (Duty Upon Termination), 6 (Warranty), 7 (Limitation of Liability), 8 (General), and any payment obligations covered by this Agreement shall survive any termination or expiration of this Agreement,

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Licensors: AtPac

Name: Linda Maclam

Title:

Dated: _____

Licensee: County Of El Dorado Recorder/Clerk , State of California

Honorable

Chair, Board of _____

Dated: _____

Attest: _____

Clerk of the Board of _____

Dated: _____

Exhibit A

END USER LICENSE AGREEMENT

This is an identified exhibit to the End User License Agreement (“**Agreement**”) by and between

Licensee:

County Of El Dorado Recorder/Clerk , **State of California**

Licensor:

AtPac

13300 New Airport Road, Suite 101

Auburn, CA 95602

Attention Linda Maclam

Telephone - (530) 887-2249

Facsimile - (530) 887-2259

1. Term.

The term of the Agreement shall be five (5) calendar years from the Effective Date of the Agreement, unless otherwise terminated by the terms of the Agreement or mutual written agreement of the parties. The Contract shall automatically renew in successive one year increments after the initial term, unless otherwise specifically terminated.

2. Fees. Annual Fee(s).

The initial License Fee and Service fees are due and payable in one (1) installment from the date the Software Package is installed, and annually thereafter for the term of this license.

Product or Service Fees			
Current Maintenance Extension	Fee	Annual Maintenance Fee*	Extension
CRiis™ License		\$10,300.00	
CyberScience License Fee		\$3,200.00	
E-Lien Maintenance		\$1,000.00	
Day Forward Redaction		\$12,250.00	
Quoted Product			
Name of Product 1st Year	1st Year License Fee	Annual Maintenance Fee*	Extension
AutoDex™	\$37,250.00	\$6,950.00	\$44,800.00
e-Recording	\$2,600.00	\$1,300.00	\$3,900.00
Fraud Notification System	\$4,995.00	\$1,000.00	\$5,995.00
G2G Recording	No Additional Fee	\$1,300.00	
Integration Mainframe to CRiis™	\$13,770.00	0	\$13,770.00
OldBook™	\$4,000.00	\$1,500.00	\$4,000.00
Additional Services		Rate/Hour	Materials
Travel and Per Diems	\$185.00	Actual plus 18%	Cost plus 18%
On-Site Training	\$185.00		
Analysis/Consulting / Conversion	\$185.00		

Annual fees may be adjusted upward at the beginning of any annual period upon 120 days prior written notice and shall not increase more than 3% in any annual period.

The above fees exclude any applicable state taxes, local permit fees, or other fees that may be assessed against the Licensor and if assessed will be charged to the Licensee as a pass through cost.

Maintenance, Support, Service Fees.

Unless otherwise specified these fees are part of the Annual Fees.

File Conversion, File Recovery, Implementation, Training, and Other Fees.

File conversion, implementation, installation, training, and other fees are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders or Amendments, which shall be made a part of the Agreement. License Service Orders or Amendment Invoices are due and payable when presented, unless otherwise stated on the Licensor's invoice.

Other Services, Materials.

The hourly fee for services not otherwise defined is one hundred eighty-five dollars (\$185.00) per man hour. Materials are invoiced at cost plus eighteen percent (18%). Per Diem is actual cost per person plus 18%. All fees are exclusive of any and all sales taxes, business license, and permit fees. Other services, work or products may be added to this Agreement by the execution of a License Service Order or Amendment that identifies the work, products or services to be provided or performed and all of the associated fees and costs therewith.

3. Computer Serial Number & Identification.

CRiis™ is licensed to run on the computer central processing unit(s) with a serial number(s) of Recorder/Clerk TBD

located at 360 Fair Lane Placerville CA

The number of available user ports/nodes on the CPU/Network is 16 concurrent users.

4. Products & Services Functional Descriptions.

For the below-identified included modules, Licensor provides the following services:

- **Normal business hours** are from 8:00 AM to 5:00 PM Pacific Standard Time. Electronic problem reporting is available 24 hours a day 7 days a week using the Internet application CSR.
- **Telephonic** response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- **Internet** problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- **Electronic** problem reporting may be through the Internet application software module HDA. Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and electronic support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties. Response shall be by technically qualified personnel trained in the remediation of Software problems. Licensor will make good faith effort to repair any defects critical to the normal operation of the

software and will escalate efforts to most senior personnel within the second day of notification. Escalations of problems that cannot be fixed within eight business hours by electronic support shall become an on site call. If the problem is the result of an application software defect there is no charge for the on site service. Failures that are related to user, network, infrastructure, environment, or other errors will be invoiced at the then current on site rates.

- **Revisions and Releases** of the application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- **Training** shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- **Custom programming and consulting** services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

CRiis™ Software Modules and Services included with this License:

Cashiering System
Vital Records
Real Property Records
Imaging and DocUment Advantage™
Intranet Web Service
CQCS Client
Web Query with Image Display
CD Create

Other Modules.

Other modules may become available from time-to-time that augment or add to the functions of the Package. These modules are identified as add-on modules and are added at an additional fee at the time of implementation.



CERTIFICATE OF LIABILITY INSURANCE

ADS
R054

DATE (MM/DD/YYYY)
08-29-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WELLS FARGO INS/PHS 121733 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER A: Hartford Casualty Ins Co	
INSURER B: Hartford Insr Co of Mid-west	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 ATPAC
 13300 NEW AIRPORT RD STE 101
 AUBURN CA 95602

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			57 SBA TX8139	01/17/2012	01/17/2013	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
POLICY <input type="checkbox"/> PHOJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY			57 SBA TX8139	01/17/2012	01/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/>				<input type="checkbox"/>	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$	
UMBRELLA LIAB							EACH OCCURRENCE \$	
EXCESS LIAB							AGGREGATE \$	
DED: RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC JW1784	01/17/2012	01/17/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				<input type="checkbox"/>	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. The County of El Dorado, its officers, officials, employees, and volunteers are included as Additional Insureds per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER The County of El Dorado 360 FAIR LN PLACERVILLE, CA 95667	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 57 SBA TX8139



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE COUNTY OF EL DORADO
ITS OFFICERS, OFFICIALS,
EMPLOYEES, AND VOLUNTEERS
360 FAIR LN
PLACERVILLE, CA 95667

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means: