

CONTRACT ROUTING SHEET

Date Prepared: 2-8-11

Need Date: 2-22-11

PROCESSING DEPARTMENT:

Department: Sheriff
Dept. Contact: Sherry Bahlman
Phone #: 621-5690
Department
Head Signature: *Sherry Bahlman*

CONTRACTOR:

Name: Siron Software Corporation
Address: P O Box 28750
Spokane, WA 99228-8750
Phone: 509 315-9826

RECEIVED
HUMAN RESOURCES DEPT
11 FEB - 9 PM 1:30

CONTRACTING DEPARTMENT: Sheriff

Service Requested: Amendmend to add software maintenance for 4 mobile licenses
Contract Term: perpetual Contract Value: \$32,553.36
Compliance with Human Resources requirements? Yes: No:
Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 2/9/11 By: *Veronica Kern*
Approved: Disapproved: Date: By:

EL DORADO COUNTY COUNSEL
2011 FEB - 8 PM 1:34

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 2/9/11 By: *[Signature]*
Approved: Disapproved: Date: By:

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

ORIGINAL

AGREEMENT FOR SERVICES #282-S0011 AMENDMENT 11

This Amendment 11 to that Agreement for Services #282-S0011, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sirron Software Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 916 E. Wellington Drive, Spokane, WA 99228; and whose mailing address is P. O. Box 28750, Spokane, WA 99228-8750; and whose agent for service of process is: Kathleen Brown, 3351 Lake Tahoe Blvd., Ste.2, South Lake Tahoe, CA 96150, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide the maintenance, service and license for the software CAS (Civil Administration System), in accordance with Agreement for Services #282-S0011, dated June 15, 1999, and Amendment I, dated March 9, 2010, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add Exhibit B-2 to said Agreement, and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #282-S0011 shall be amended a Second time as follows:

Add Exhibit B-2 which will include the annual fee for software service and maintenance for the 4 mobile licenses purchased May 2010.

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Except as herein amended, all other parts and sections of that Agreement #282-S0011 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: Feb. 17, 2011
Donald Ashton, Fiscal Administrative Manager
Sheriff

Requesting Department Head Concurrence:

By:  Dated: 2/23/11
Rich Williams
Undersheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #282-S0011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

SIRON SOFTWARE CORPORATION
A CALIFORNIA CORPORATION

By: Donald H Norris
Donald H. Norris
President
"Contractor"

Dated: 3/2/11

By: Glenna K Norris
Corporate Secretary

Dated: 3/2/11

EXHIBIT B – 2

Amended for Additional Software maintenance covering the 4 mobile licenses purchased May 2010.

Software Products

Effective Date of Coverage	Software Product Description	Maintenance Description	Annual Maintenance Fee
5-23-10	4 Mobile Licenses	Standard	\$684.00

ORIGINAL
COPY

AGREEMENT FOR SERVICES #282-S0011
AMENDMENT 1

This Amendment 1 to that Agreement for Services #282-S0011, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sirron Software Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 916 E. Wellington Drive, Spokane, WA 99228; and whose mailing address is P. O. Box 28750, Spokane, WA 99228-8750; and whose agent for service of process is: Kathleen Brown, 3351 Lake Tahoe Blvd., Ste.2, South Lake Tahoe, CA 96150, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide the maintenance, service and license for the software CAS (Civil Administration System), in accordance with Agreement for Services #282-S0011, dated June 15, 1999, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add Exhibit B-1 to said Agreement, and

WHEREAS, the parties hereto have mutually agreed to amend 13. NOTICE of said Agreement .

NOW THEREFORE, the parties do hereby agree that Agreement for Services #282-S0011 shall be amended a First time as follows:

Add Exhibit B-1 which will include the annual fee for software service and maintenance for the Document Capture Feature.

13. NOTICE:

SIRRON SOFTWARE CORPORATION

Physical Address:

916 E. Wellington Dr.
Spokane, WA 99208

Mailing Address:

P. O. Box 28750
Spokane, WA 99228

Agent for Service of Process:

Kathleen Brown
3351 Lake Tahoe Blvd., Ste. 2
South Lake Tahoe, CA 96150

Except as herein amended, all other parts and sections of that Agreement #282-S0011 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Sherry Bahlman Dated: 1-25-10
Sherry Bahlman, ASO
Sheriff

Requesting Department Head Concurrence:

By: Fred Kollar Dated: 1-26-10
Fred Kollar, Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #282-S0011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: Raymond J. Nutting vice
Raymond J. Nutting, Chairman
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: Marcie MacFarland Dated: 3/9/10
Deputy Clerk

-- CONTRACTOR --

SIRON SOFTWARE CORPORATION
A CALIFORNIA CORPORATION

By: Donald H. Norris
Donald H. Norris
President
"Contractor"

Dated: 1/30/10

By: Glenna K Norris
Corporate Secretary

Dated: 1.30.2010

EXHIBIT B -1

Amended for Additional Software Purchase

Software Products

Effective Date of Coverage	Software Product Description	Maintenance Description	Annual Maintenance Fee
1/23/2009	Document Capture Feature 5K<	Standard	\$630

Sirron Software Corporation
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT

(the "Agreement")

THIS AGREEMENT is made and entered into by and between:

SIRON SOFTWARE CORPORATION

(referenced as "SSC," "Support Organization," "Licensor," and "Vendor"),
a California corporation

and the

COUNTY OF EL DORADO

a political subdivision of the State of California
(reference as "County," "Licensee," "Customer," and "You").

By this Agreement, SSC covenants to provide the services and license the software described herein so as to enable El Dorado County to implement a Civil Administration System (CAS) as described in Appendix A. The Civil Administration System (CAS) shall consist of:

1. SSC's System Software, together with application specific hardware and related documentation to be acquired from SSC.
2. A PC Server NT which runs Windows/NT Server system (NOS), and any other necessary PC hardware and Windows 95/98/NT, components of which may be purchased from SSC, by the County of El Dorado.
3. SSC will apply "concurrent user seat" licensing for the County. This pricing will apply to CAS users.

I **Index of Sections:**

Tab 1	Appendix .A:	Scope of Contract
Tab 2	Appendix .B	Payment Schedule and Cost Breakdown
Tab 2-1		System Cost Breakdown (Detailed)
Tab 2-2		SSC Software & Services List
Tab 2-3		Selected hardware items descriptions (per County
Tab 3	Appendix .C	Support and Maintenance Agreement
Tab 4	Appendix .D	Application Program License Agreement
Tab 5	Appendix .E	Custom Modifications Agreement
Tab 6	Appendix .F	Certification of Insurance
Tab 7	Appendix .G	Source Code Escrow Agreement

All appendices identified above are incorporated by reference in the Agreement.

II **Definitions:**

A. Application Software (also referred to as Software)

Application software under SSC's proprietary names: Civil Administration System(CAS), which operates on a personal computer and TCP/IP based Local Area Network (LAN), and which utilizes a parameter driven configuration which SSC has adapted, modified or enhanced specifically for city and county government application (hereinafter referred to as the "System"). SSC shall configure the Software to achieve the acceptance criteria as specified herein for the El Dorado County Sheriffs' Department Request for features, functions, modifications, or expansions of the Software that go beyond its specified acceptance criteria, or that exceeds the Software design criteria or capabilities will be identified as a "Modification" and managed and developed pursuant to Appendix E ("Custom Modifications Agreement") as a separate "custom Software" project contract with the County. SSC shall retain ownership of its Software, thus customized, but will license to County the right to use the Customized Software pursuant to Appendix E ("Custom Modifications Agreement").

B. Documentation

SSC shall provide all current and up to date user and operating Help documentation, program descriptions, guides, and other similar information about the features, use, functioning and operation of the Software to assist in the utilization of the Software by County. User documentation will be kept current at all times by SSC provided that the County purchases and maintains payment of the "Support and Maintenance Agreement" with SSC. (See Appendix C).

C. Scope of Contract

This contract represents the complete understanding between the parties.

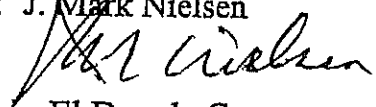
D. Software License Fees

Fees paid by County to SSC for the license in the Software granted by SSC to County in Appendix D ("Application Program License Agreement"), which fees are set forth in Appendix B ("Payment Schedule and Cost Breakdown").

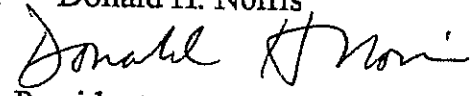
E. Services Maintenance Fees

Fees paid by County to SSC to cover the costs of services described in Support and Maintenance Agreement (Appendix C). which fees are set forth in Appendix B ("Payment Schedule and Cost Breakdown").

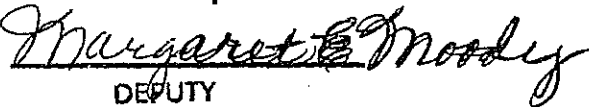
Dated: 6-15-99
LICENSEE: El Dorado County
By: J. Mark Nielsen


Chair, El Dorado County
Board of Supervisors

Dated: 8/2/99
SIRON SOFTWARE CORPORATION
By: Donald H. Norris


Its: President

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

By 
DEPUTY

6-15-99

ESCROW #: 1492

**LICENSEE OF RECORD
ACCEPTANCE**

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

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

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

LICENSEE OF RECORD:

COMPANY:

By: JM Nielsen

Address: 330 Fair Lane

Name: J. MARK NIELSEN

Placerville, CA

Title: Chairman

95667

Date: June 15, 1999

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

By Margaret E. Mooley
DEPUTY

6-15-99

1095LORA

APPENDIX A

1. SCOPE OF CONTRACT

This contract specifies the contractual terms and conditions by which the Licensee will procure services from Sirron Software Corporation (SSC), including, but not limited to: supplying Civil Administration System, providing technical resources to prepare programs and providing training and services in implementing and integrating the System.

The Agreement provides certain "terms and conditions" that are accepted by both parties. These "terms and conditions" may be referenced specifically at various locations within the attached Appendices.

In the event of a technical conflict in interpretation between any of the applicable contract documents incorporated by reference pursuant to Section I ("Index of Sections") of the Agreement, any such conflict shall be resolved by giving precedence to the most recently dated document. Either Licensee or SSC may request changes in the scope of the Software or hardware to be provided or services to be performed by SSC hereunder. To be binding on the parties, all such changes shall be mutually agreed upon by and between all parties, and reduced to writing with mutual agreement evidenced by signature of the parties hereto. Neither party shall unreasonably withhold approval of a requested change.

Request for features, functions, modifications, or expansions of the Software which go beyond its specified acceptance criteria or that which exceeds the Software design criteria or capabilities will be identified as a "Modification" (as defined in Appendix E "Custom Modifications Agreement") and managed and developed pursuant to Appendix E ("Custom Modifications Agreement").

2. TERM OF AGREEMENT

This Agreement shall come into effect upon the execution hereof by SSC and the Licensee and shall continue through the complete implementation of the Licensee's System, which includes providing all contract services, unless extended as herein provided or terminated by one party due to material breach of this Agreement by the other party who did not cure such breach within 30 days of receipt of notice thereof, pursuant to the termination provision set forth in Appendix D ("Application Program Software License"). The parties understand, nonetheless, that the Software

license is provided to Licensee in perpetuity, except in the case of a material breach by Licensee, as set forth in Appendix D ("Application Program Software License").

3. IMPLEMENTATION PLAN

SSC and the County will share the project management responsibilities for the implementation of the System. The implementation plan will be jointly developed and agreed upon by SSC and Licensee. The detailed plan will describe project meeting dates, delivery dates, training schedules, other required dates, responsible individuals, action items and such other items delineating the System and the work to be performed as the parties may mutually agree upon in writing. Notwithstanding any provision of this contract to the contrary, SSC shall install all Software modules, and the entire System shall be fully operational and functioning, per the schedule defined by SSC and Licensee project team, in accordance with the:

- legal standards specific to recording in the State of California and the County of El Dorado, as determined by current California State laws governing the Sheriff's office and standard accounting practices (the "Legal Standards")

The Project Schedule shall be revised in the project kick-off meeting to reflect the agreed upon schedule with El Dorado County, CA.

4. REFERENCE MANUALS

SSC will provide On-Line Documentation for each Software Application. The Documentation will include all contract specific updates and describe the functions of each Software application. The Documentation shall include screen layouts and report formats. It shall not include SSC proprietary design specifications and technical design (programming) details. The Documentation shall describe the features of SSC's base Software. The Documentation will serve as the basis definition for functionality of the delivered System.

5. INSTALLATION AND TRAINING APPLICATION SOFTWARE

SSC shall provide installation and training assistance as described below:

(a) SSC agrees to conduct pre-installation planning sessions which will establish the exact action items the Licensee's personnel must complete to configure the Civil Administration System.

(b) SSC agrees to develop a project schedule for the System configuration process.

(c) SSC further agrees to provide on site guidance and consultation to the Licensee's personnel as they are developing their confidence in managing the System configuration and maintenance process. SSC has included days of installation and training in the proposal. Licensee may choose to request additional training time from SSC. This time will be billed at the installation and training rate of \$640.00 per day.

(d) SSC agrees to make all necessary title and heading changes to each Software module to ensure that such title and headings reflect Licensee as user.

(e) SSC agrees to have direct responsibility for the system installation. The Application Software proposed by SSC is to operate on a PC LAN, which has been jointly specified by SSC in consultation with County system administrator(s).

(f) SSC will offer consulting services for the LAN hardware purchase and the actual LAN installation, during the project implementation.

(g) SSC will cooperatively work with County and their designated LAN Systems Administration team in matters related to the installation, security and backup for the system.

6. APPLICATION SOFTWARE TRAINING

(a) SSC agrees to provide "user" and "system administrator" training services for the Application Software. This service will be provided by SSC at a location specified, scheduled and paid for by the County

(b) SSC will work with Licensee's personnel demonstrating each Software program step-by-step, practicing each menu, each screen and each entry as well as how to use the on line Documentation feature.

(c) SSC agrees to provide on-site training for all Licensee's personnel that are expected to have knowledge of the automated System specified in this proposal.

(d) SSC training service will be conducted on the County premises or at the offices of the County designated training facilities (Training facilities arrangements, scheduling and cost are the responsibility of the County).

(e) SSC and Licensee will develop training schedules and policies. The training provided will be for two levels of County personnel - Supervisor Administrators and Clerks. All training activities will be noted in the revised Project Schedule

7. ACCEPTANCE APPLICATION SOFTWARE

The Application Software, when certified ready for use, shall be in compliance with the Legal Standards, as defined in Section 3 of this Appendix A.

8. ACCEPTANCE CRITERIA:

The Licensee's responsibility for acceptance is to validate that the SSC Software executes substantially according to the defined system specifications in the applicable Documentation, the jointly developed Acceptance Criteria as defined in Section 3 of this Appendix A, and the foregoing Legal Standards (collectively, the "Performance Standard"). The Licensee should operate the Software via the menu options and assure themselves that:

- (a) The date entered is not being altered artificially.
- (b) The date entered did not disappear.
- (c) All mathematics are correct.
- (d) All reports are accurate.
- (e) The Documentation accurately describe the process, and the programs follow that process.
- (f) Error messages are correct.
- (g) Program functions as described, do in fact work.
 - (1) If a table says document, a document is produced;
 - (2) If a table says field required, the entry field appears;

(3) If financial codes show distribution of payments, the distribution report shows this correctly

9. DELIVERY FAILURE:

SSC will notify the Licensee in writing and dated form when the System is installed and ready to be accepted by Licensee. Licensee shall have thirty (30) days from the date such notice is received to inspect the System and to determine whether or not the System performs substantially in accordance with the Documentation, Acceptance Criteria and Legal Standards.

If the System fails to perform substantially in accordance with the defined system specifications as described in the Documentation, the Acceptance Criteria and Legal Standards, and is not brought into conformance within forty-five (45) days of SSC being notified that a discrepancy exists, the Licensee shall have the right to cancel the System. Such cancellation shall be in writing and dated. Upon such cancellation, the Licensee shall be reimbursed all moneys paid for said System, within 30 days.

Upon acceptance, (indicated either by written and dated notice or expiration of the 30 day acceptance period as defined in the first paragraph, above) by Licensee of the System the limited performance Warranty period will commence. For a period of thirty days after acceptance by Licensee, SSC warrants that the System will perform substantially in accordance with the Documentation and Legal Standards. Licensee shall notify SSC of any nonconformity of the System with the Documentation or Legal Standards during the limited performance warranty period. SSC's exclusive obligation and Licensee's sole and exclusive remedy for any breach by SSC of this limited warranty shall be to correct or provide a workaround for any such nonconformity which significantly impacts System performance within a mutually agreed upon response time and in the case of less significant nonconformities, SSC will correct such nonconformities in the next release. The foregoing warranty is exclusive and in lieu of all other warranties, whether written or oral, express or implied, including without limitation any warranties, whether written or oral, express or implied, of merchantability, fitness for a particular purpose, and noninfringement of third party rights. Upon termination of the warranty period, Licensee will receive maintenance services in accordance with the terms of Appendix C ("Services Maintenance Agreement").

10. INTERFACE WITH OTHER VENDORS

SSC agrees to cooperate with other vendors performing data processing services for the Licensee. SSC specifically agrees to provide interface specifications of data deemed necessary for interface with other vendor's equipment and Software

systems. This shall not be construed, however, as implying that SSC will provide unlimited documentation to other vendors or that special programming services will be provided. Each instance would have to be negotiated consistent with SSC's right to protect its proprietary Software and to be reimbursed for work not specified in this Agreement. The Licensee accepts the responsibility of providing to SSC equal reciprocity from other vendor's and County Systems management in regards to SSC's need for such information and supporting documentation.

It is understood and accepted by SSC and the County that SSC is responsible for and will manage the interface with the subcontractors used by SSC.

11. PRICE GUARANTEES

Fees and charges for the following licenses and services are guaranteed for one year from execution date of this agreement, as described in Appendix B.

- (a) Software Licenses
- (b) Application Software Installation
- (c) Application Software Training
- (d) Specified Hardware

12. CLARIFICATION PROCEDURES

The Licensee shall have five (5) working days from the receipt of written correspondence from SSC in which to respond, in writing, to the clarification, proposed solution or any other situation requiring a written response from the Licensee. If the Licensee believes the content of such correspondence does not conform to the requirements of this Agreement, or otherwise disagrees with such correspondence, it shall so notify SSC in writing, within the above-stated five (5) working days, defining in detail such non-acceptance. Should the Licensee fail to respond within five (5) working days, SSC shall notify the Licensee in writing that the correspondence has been accepted. On such acceptance, this Agreement shall be deemed to have been modified to the extent necessary to give effect to SSC's view of the clarification or its proposed solution.

13. NOTICE

All correspondence or notices required to fulfill the obligations of this Agreement shall be in writing and will be forwarded to each party's appointed Project Manager. Any notice that implies non-performance or default required to be given by the terms of this Agreement shall be in writing and shall be deemed to have been given when the same is sent by CERTIFIED MAIL, addressed to the respective parties as follows:

Licensee

El Dorado County Sheriff's Department
300 Fair Lane
Placerville, CA 95667
Attn.: Business Manager (Contract Administrator)

Sirron Software Corporation
ATTN.: Mr. Donald H. Norris
5459-1 Black Ave., Ste 1
Pleasanton, CA 94566

14. INSURANCE

Prior to commencement of performance under the contract, SSC shall provide to the Licensee a certificate or certificates of insurance as set forth at Appendix F acceptable to County's designated counsel evidencing the following insurance:

- General Liability in the amount of at least One Million Dollars (\$1,000,000);
- Automobile Liability in the amount of at least Five Hundred Thousand Dollar (\$500,000);

The certificate or certificates for the general and automobile insurance shall provide that County, its Board of Supervisors, and all other officers, employee's and agents shall be additional insured, that the insurance is written on an occurrence as opposed to a claims made basis, and that County shall receive at least twenty (20) days written notice of any substantial modification of coverage including termination.

15. DISASTER RECOVERY

In the event of a disaster or accident that impairs operation of the systems purchased under this Agreement, SSC shall use its best efforts to help the Licensee restore operations as quickly as possible. Such services will be provided at SSC's prevailing rates.

16. SURVIVAL

All warranties, promises of confidentiality and indemnities shall survive the termination of this Agreement.

17. SECURITY AND PRIVACY

SSC and County agree that none of their respective officers, employees and agents shall use or reveal any research or statistical information furnished by any party to the other party and identifiable to any specific party for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. Licensee shall be notified immediately upon receipt of any such order of court, pertaining to production of such information. Upon termination, SSC shall return any confidential material obtained.

SSC shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

18. HOLD HARMLESS COPYRIGHT, PATENTS AND TRADE SECRETS

SSC, shall, at its own expense, defend any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Civil Administration System pursuant to this Agreement, or any of its components leased hereunder, infringes patents, copyrights, or trade secrets, and in any such claim shall pay those costs and damages, including expenses and reasonable attorney fees finally attributable to such claim. As a condition to SSC's indemnity obligation, control of the defense, negotiation, compromise and settlement of such claim shall be vested in SSC. The defense and payment set forth herein are conditional upon the following:

Notice of Claims

SSC shall be promptly notified within fifteen (15) days by the County of potential claims of which the County has knowledge; and

Remedial Action

If, in the opinion of SSC, the Civil Administration System, or any of its components leased hereunder is likely to or has become the subject of a claim of infringement of patents, copyrights or trade secrets, then, without diminishing SSC's obligation to satisfy said final award, SSC may, at its option and expense, either,

(a) obtain the right for the County to continue the use of the Civil Administration System and its components leased hereunder

(a) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and SSC.

19. INDEMNITY

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

20. CONSEQUENTIAL DAMAGES WAIVER; LIMITATION OF LIABILITY

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

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officer and representative as of the day and year indicated.

Dated this 15th day of June 1999
LICENSEE: Co. Colorado County

By: X J. Mark Nielsen

J. MARK NIELSEN

Typed Name & Title

SIRON SOFTWARE CORPORATION

By: Donald H. Norris
Donald H. Norris

Its: President

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

By: Margaret E. Moody
DEPUTY

6-15-99

APPENDIX B

PAYMENT SCHEDULE AND COST BREAKDOWN

Software Agreement

County will pay SSC a one time license fee for the license to use the Software described more particularly at Appendix D ("Application Program License Agreement"). Payments will be made as follows:

- (a) A non-refundable initial "First milestone" payment of 25% of the Software Price and One-Time Cost is due within 15 days after Software installation and its respective invoice billing is received by County.
- (b) Second non-refundable milestone payment of 40% of the Software Price and One-Time Cost is due upon completion of the System configuration and release for training phases of the project.
- (c) Third non-refundable milestone payment of 25% of the Software Price and One-Time Cost will be due upon completion of user training and the first date of Production Mode, as defined below.
- (d) Final System/Software Price and One-Time Cost, payment of 10% upon final system acceptance by County. Acceptance of the Final System will be made within a period of 30 days after completion of Production Mode. Payment will be made within 15 days of receiving an invoice.

Production Mode is defined as the placement of the SSC system on-line for daily use for the processing of daily work for the Civil Division.

System Hardware (LAN and Application Hardware Devices) Payment Schedule

Payment of System hardware and hardware devices plus shipping costs and applicable taxes is billable at time of item delivery. Payment is due within 15 days of receiving an invoice.

Software Support Agreements

County will pay SSC the support fee elected in Appendix C, for annual Support of the Software (See Appendix C for Software Support Agreement). Payment of the Support Price will be made within 15 days of receiving an invoice. This Support Price will be calculated based on the items in Appendix B.

Application Hardware Devices Maintenance and Support
(e.g. Scanners, Jukebox, Label Printers, Receipt/Journal Printers)

Application hardware device Maintenance and Support is "optional". Should County elect to pre-purchase hardware Maintenance and Support for a particular hardware item, County will pay SSC an annual fee of 15% of the item price for annual Support and Maintenance of the item. Alternatively, County may choose to pay for hardware service received at the time of initiating a hardware maintenance and support request, and all such services will be billed by SSC and promptly paid by County at SSC's then current Maintenance and Support rates plus expenses.

LAN Hardware Maintenance

Not supplied by SSC under this Contract.

Installation and Training

County will pay these fees within the milestone payment schedule. Milestone invoices will include fifteen (15) person-days of on-site installation, training, lodging, meals and transportation expenses (collectively, these expenses are the "One-Time Cost"). Additional training days may be purchased at the rate of \$640.00 per day (excluding expenses).

System/Software Price and One Time Cost

The "Software Price" shall be the sum of the costs and taxes for all items identified under "Software Purchase" and the "Customizations" items identified under "Other" on the "System Price Summary" attachment to this Appendix B. The "One Time Cost" shall be the sum of the costs and taxes for all items (except "Customizations") identified under "Other" on the "System Price Summary" (dated February 3, 1999) attachment to this Appendix B.

Sirron Software Corporation

Civil Administration System

Quote

February 3, 1999

Revised March 23, 1999 to include Bar Code Readers

Revised June 15, 1999 to include Escrow Fees

Revised July 19, 1999 to delete Bar Code Readers

Qty	Description	Unit Price	Extension
1	Civil Administration System Server License	\$8,500	\$8,500
2	CAS Client Seat Licenses	\$1,500	\$3,000
1	CAS Query License	\$250	\$250
15	Days on site training & Installation 2 weeks in Placerville and 1 week in South Lake Tahoe	\$640	\$9,600
	Standard support due 90 days after production		\$2,115
	Escrow Fee with El Dorado as Add'l Insured		\$ 250*
	Total		\$23,715

Prices are valid for a period of 90 days from date shown above.
Installation dates set after contract signing.

*This fee will need to be submitted in connection with the Maintenance Contract Fees that are renewed yearly. This will be a separate invoice item.

APPENDIX C

Sirron Software Corporation

Support Service Agreement

1. General.

1.1 "Depot Support" refers to hardware support. It means that if You experience problems with a supported unit You pay shipping to the Support Organization and Support Organization pays shipping back to You. If the Support Organization cannot fix the supported unit it will ship it to the manufacturer for repair at Support Organization's shipping expense. Depot Support does not cover user designated repair, cleaning, or malfunction caused by misuse or negligence.

1.2 "Enhancement" means any modification or addition that, when made or added to the Software Products, materially changes its or their utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Support Organization may designate Enhancements as minor or major, depending on Support Organization's assessment of their value and of the function added to the Software Products.

1.3 "Error" means any failure of the Software Products to conform in any material respect to the applicable published specifications.

1.4 "Error Correction", means either a modification or addition that, when made or added to the Software Products, brings the Software Products into material conformity with the applicable published specifications, or a procedure or routine that, when observed in the regular operation of the Software Products, avoids the practical adverse effect of such nonconformity.

1.5 "Extended Support" means Monday through Friday 7 AM- 7 PM with a two (2) hour guaranteed response time.

1.6 "Hardware Product" means the hardware products described in Exhibit A ("Hardware Products").

1.7 "Releases" means new versions of the Software Products, which may include Error Corrections and/or improvements.

1.8 "Software Product" means the software products described in Exhibit B ("Software Products")

1.9 "Standard Support" means Monday through Friday 8 AM – 5 PM with a four (4) hour guaranteed response time.

1.10 "You" means the single end-user customer organization signing this Agreement and authorized to use the Software Products under license and the Hardware Products by purchase or lease.

2. Term. The maintenance term for each Hardware Product and Software Product, which is included in Exhibit A ("Hardware Products") and Exhibit B ("Software Products"), shall commence as of 12:01 A.M. on the effective date of this Agreement. The maintenance term shall continue for an initial period of one (1) year from the effective date of this Agreement, and shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days written notice of termination prior to the anniversary date of the maintenance term. The parties may mutually agree in writing to add additional Hardware Products and Software Products to this Agreement during any maintenance term by written amendment of Exhibit A ("Hardware Products") and/or Exhibit B ("Software Products"), as applicable, subject to payment of the applicable maintenance fees, as described in Section 7 ("Fees and Expenses") based on the partial maintenance year (on a pro-rata basis). Hardware Products and/or Software Products may be removed from Exhibit A ("Hardware Products") and/or Exhibit B ("Software Products") only as of the maintenance term anniversary date each year, by mutual written consent.

3. Scope of Maintenance. During the maintenance term, Support Organization agrees to provide basic maintenance services in support of the Software Products and Hardware Products. Basic Maintenance services shall consist of:

3.1 Error Correction. Support Organization shall be responsible for using all reasonable diligence to workaroud or correct verifiable and reproducible Errors when reported to Support Organization in accordance with Support Organization's standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operation instructions to implement the Error Correction.

3.2 Telephone Hot-Line. Support Organization shall maintain a telephone hot-line during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) that permits You to report problems and seek assistance in use of the Software Products.

3.3 New Releases. Support Organization may, from time to time, issue new Releases of certain Software Products to customers who have maintenance agreements in effect under the terms of this Agreement. Support Organization shall provide You with one (1) copy of each new Release for each copy of the Software Products being maintained under this Agreement, without additional charge. Support Organization shall provide reasonable assistance to help You

install and operate each new Release. Because Releases are cumulative, each Release is useful only if You have obtained and installed all prior applicable Releases.

3.4 Staff. Support Organization shall maintain a trained staff capable of rendering the services set forth in this Agreement.

3.5 Hardware Products Support. The Depot Support available for each Hardware Product is described in detail in Exhibit A ("Hardware Products").

4. Additional Services. In addition, Support Organization may provide additional services, as mutually agreed, in support of the Software Products, subject to payment of Support Organization's normal charges and expenses for each such service:

4.1 Major Enhancements. Support Organization may, from time to time, offer major Enhancements to its customers, generally for an additional charge. To the extent Support Organization offers such Enhancements, it shall permit You to obtain up to one (1) copy of each major Enhancement for each copy of the Software Products being maintained under this Agreement for twenty-five (25) percent off the retail list rate offered to customers who do not subscribe for maintenance from Support Organization.

4.2 Additional Training. Subject to space availability, You may enroll Your employees in additional or advanced training classes.

4.3 Additional Enhancements. Support Organization will consider and evaluate the development of additional Enhancements for your specific use and will respond to your request for additional services pertaining to the Software Products (e.g., as data conversion and report-formatting assistance.)

4.4 Back-Level Support. If You choose not to install any Release, Support Organization will maintain back-level versions of the Software Products (meaning any Release prior to the then-current Release) at your request, at extra charge, on a best effort basis and subject to availability of technical support staff.

5. Obligations of Customer. During the term of this Agreement, You shall have the following obligations, duties and responsibilities:

5.1 Procedure. You agree to notify Support Organization promptly following the discovery of any Error. Further, upon discovery of an Error, You agree, if requested by Support Organization, to submit to Support Organization a listing of output and any other data that Support Organization may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

5.2 You are required to have in place the modem support capability. A minimum 28.8k baud modem and Symantec PC Anywhere communications software, or any other communication software Support Organization may approve, must be installed on one of the cashier workstations or NT Server in the case of Civil Administration, connected to your main office cashiering LAN, at your expense.

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

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

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

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

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

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

6.6 Any issue requiring travel to customer site.

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

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

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

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

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

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

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

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

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

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

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

Dated: June 15, 1999

Accepted:

X

"You"

J. Mark Nielsen

By: **J. MARK NIELSEN**

Authorized Representative

Chairman
6-15-99

Approved:
Sirron Software Corporation

By: *Donald H. Davis*
Authorized Representative

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

By: *Margaret E. Ma...*

DEPUTY

6-15-99

Exhibit A

Hardware Products

Effective Date
of Coverage

Hardware Product
Description

Maintenance
Description

Annual Maintenanc
Fee

NO COVERED PRODUCTS

Exhibit B

Software Products

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

APPENDIX D

Sirron Software Corporation

Application Program License Agreement

(Object Code Only)

("License Agreement")

Date:

Contract No.:

Between

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

And

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

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

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

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

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

Accepted by: 

By:

J. MARK NIELSEN

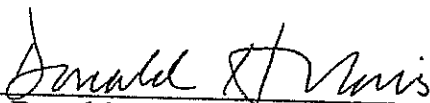
Authorized Representative

6-15-99

Approved:

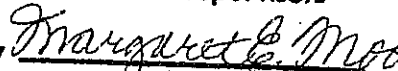
Sirron Software Corporation

By:



Donald H. Norris, President

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

By: 
DEPUTY 6-15-99

TERMS AND CONDITIONS

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

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

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

Sheriff's Office - Placerville

Sheriff's Office - South Lake Tahoe

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

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

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

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

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

5. **Back-up Copies.** You may make one (1) copy of each Program in machine-readable, object code form, for nonproductive backup purposes only, provided that You reproduce and include Licensor's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Licensor's request.
6. **End-User Materials.** Documentation that accompanies the Program(s) is provided solely to support Your authorized use of the Program(s). You may not use, copy, modify, or distribute the Documentation, any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement.
7. **Term of License.** The Term of Your license for each Program is perpetual after receipt of payment in full of all fees (except hardware fees) due under Appendix B.
8. **Delivery and Installation.** Licensor will use its best efforts to deliver and install each Program in accordance with the implementation schedule included. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control. Licensee is responsible for obtaining computers and operating systems compatible with the Program(s). Installation shall be complete when a copy of the Program(s) has been installed on Your computer system at the Designated Location and the execution of the Program on such computer system has in Licensor's judgment been sufficiently demonstrated. Completion of installation and acceptance of the System pursuant to Section 9 ("Delivery Failure") of Appendix A shall constitute Your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 16.
9. **Other Charges.** License fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by You, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for services or expenses in some instances. If applicable, you are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s).
10. **Late Charges.** If any fee or cost is not paid within thirty (30) days after receipt of invoice, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due. If County as a standard policy does not pay late fees, then Support Organization reserves the right to withhold services if any fee or cost are not paid within thirty (30) days after receipt of invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROGRAM DESCRIPTION

CIVIL ADMINISTRATION SYSTEM

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

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

- Cashiering for processing payments for instructions and executions
- Processing instructions for Earnings Withholding Orders, 3rd Party Levies, Evictions, Miscellaneous Services and Temporary Restraining Orders.
- Ability to query data by File Number, Case Number, Name, Address and Social Security Number.
- Generation of the necessary paperwork and reports to perform service.
- Generation of Writ Returns and Proof of Service.
- Processing of payments and vendor invoices for the generation of checks to Creditors and Debtors.

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

Designated Location(s): County Offices

Operating Requirements:

Implementation Schedule:

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

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

Term of License: Perpetual

Accepted: El Dorado County

By: *J. Mark Nielsen* 6-15-99
Authorized County Representative

J. MARK NIELSEN
Chairman

Approved:

Siron Software Corporation

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

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

By: *Margaret E. Me*
DEPUTY

6-15-99

APPENDIX E

Sirron Software Corporation

Custom Modification Agreement

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

by and between

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

And

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

WITNESSETH:

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

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

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

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

Section 1

DEFINITIONS

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

1.1 "Acceptance" means any of the following:

(a) Customer's delivery to SSC of written notice of acceptance of the Modifications in Final Form;

(b) Customer's failure to give SSC written notice, within thirty (30) days of Customer's receipt of the Modifications in Final Form, that the Modifications do not substantially conform to the Acceptance Criteria; or

(c) Customer's commencement of "Live" Processing using the Modifications in Final Form.

1.2 "Acceptance Criteria" means the following:

(a) The Modifications, including applicable conversion and implementation procedures provided by SSC, conform to the Detailed Design Specifications.

(b) The Modifications when integrated with the Licensed Program will, repetitively and consistently, on an appropriate variety of data and other input generate the required or specific output or reports described in the Detailed Design Specifications, without failure caused by the Modifications or the Licensed Program.

(c) The Modifications when integrated with the Licensed Program will successfully complete a simulated "day's processing in a day," while exercising Customer's normal processing options and code entries within all major application modules.

(d) The Modifications when integrated with the Licensed Program will support a volume stress test which will include all operators entering and retrieving information in a normal, concurrent manner.

(e) The Modifications when integrated with the Licensed Program will successfully process two (2) month-end closes.

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

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

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

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

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

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

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

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

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

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

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

Section 2

DESIGN AND DEVELOPMENT OF MODIFICATIONS

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

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

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

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

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

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

Section 3

TESTING PROCEDURES AND INTERIM USE

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

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

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

Section 4

ACCEPTANCE

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

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

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

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

Section 5

CHANGES

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

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

Section 6

PAYMENT TERMS

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

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

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

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

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

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

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

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

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

Section 7

OWNERSHIP AND LICENSING OF MODIFICATIONS

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

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

Section 8

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

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

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

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

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

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

Section 9

GENERAL

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

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

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

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

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

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

Sirron Software Corporation

By: Donald H Norris

Printed Name: DONALD H NORRIS

Title: PRESIDENT

Date: 8/2, 1999

County of El Dorado, CA

By: Mark Nielsen

Printed Name: J. MARK NIELSEN

Title: Chairman

Date: June 15, 1999

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

By: Margaret E Moody

DEPUTY

6-15-99

(Licensee of Record Style)

Escrow #: 1492

SOFTWARE DEPOSIT AGREEMENT
BRAMBLES NSD, INC.

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

RECITALS

- A. Licensor owns the right to license certain proprietary computer software and related support materials (the "Documentation") which shall include the materials as originally licensed and all later developed modifications thereof, as further described in Exhibit A hereto;
- B. Licensor licenses the use of said programs to certain Licensees of Record, as identified in Exhibit B hereto ("Licensees"), pursuant to license agreements between Licensor and Licensees ("License Agreements");
- C. Continuous availability of such programs and maintenance thereof are critical to Licensees in the conduct of their business;
- D. Licensor wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining their Documentation in strict confidence as trade secrets. Licensor performs necessary maintenance and modification of its programs for its Licensees without disclosing such Documentation to Licensees or other persons. However, Licensor hereby enters into this Escrow Agreement in order to grant Licensee access to Documentation under certain circumstances as set forth herein;
- E. Licensor wishes to insure that maintenance for Licensor's software is available in the event Licensor fails to fulfill its maintenance obligations as set forth in the License Agreement or in the event Licensor does not remain in business;
- F. NSD is in the business of providing third party software escrow protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.

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

1. **DEPOSIT OF DOCUMENTATION**

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

2. **REVISIONS AND MAINTENANCE**

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

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

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

3. **STORAGE AND SECURITY**

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

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

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

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

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

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

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

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

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

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

4. REGISTRATION OF LICENSEE(S) OF RECORD

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

5. EVENTS OF DEFAULT

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

- (a) Licensor's material failure to support the Documentation and related software in accordance with the License Agreement or applicable maintenance agreement; or
- (b) Licensor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or
- (c) Licensor applies for or consents to the appointment of a trustee, receiver or other custodian for Licensor, or makes a general assignment for the benefit of its creditors; or
- (d) Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against

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

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

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

6. RELEASE OF DOCUMENTATION

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

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

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

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

7. DISPUTE RESOLUTION

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

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

8. BANKRUPTCY

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

9. INDEMNIFICATION

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

10. GOOD FAITH RELIANCE

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

11. TERMINATION

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

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

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

12. FEES

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

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

13. ENTIRE AGREEMENT

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

14. **NOTICE**

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

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

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

15. **COUNTERPARTS**

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

16. **GOVERNING LAW**

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

17. **SEVERABILITY**

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

18. **HEADINGS**

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

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

LICENSOR

BRAMBLES NSD, INC.

By: Donald H Norris

By: Craig Cowdery

Name: DONALD H NORRIS

Name: Craig Cowdery

Title: PRESIDENT

Title: Financial Chief Officer

EXHIBIT A

("License Agreement")

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

DEPOSIT TYPE
 Initial
 Revision/Update
 Replacement

TECHNOLOGY TRADE NAME: Civil Administration System
 VERSION #: 1.5

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

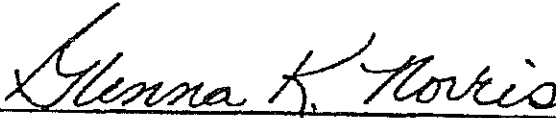
ENVIRONMENTAL REQUIREMENTS:

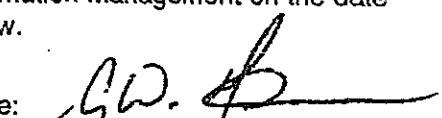
Host System - CPU/OS: NT Server w/IIS Backup: _____
 Source System - CPU/OS: _____ Compiler: _____
 Instructions/Additional Requirements: _____

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

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

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

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

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

ESCROW #: 1492

**LICENSEE OF RECORD
ACCEPTANCE**

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

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

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

LICENSEE OF RECORD:

COMPANY:

By: JM Nielsen

Name: J. MARK NIELSEN

Title: Chairman

Date: June 15, 1999

Address: 330 Fair Lane
Placerville, CA
95667

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

By Margaret E. Moody
DEPUTY

6-15-99

1095LORA

(Licensee of Record Style)

Escrow #: 1492

SOFTWARE DEPOSIT AGREEMENT
BRAMBLES NSD, INC.

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

RECITALS

- A. Licensor owns the right to license certain proprietary computer software and related support materials (the "Documentation") which shall include the materials as originally licensed and all later developed modifications thereof, as further described in **Exhibit A** hereto;
- B. Licensor licenses the use of said programs to certain Licensees of Record, as identified in **Exhibit B** hereto ("Licensees"), pursuant to license agreements between Licensor and Licensees ("License Agreements");
- C. Continuous availability of such programs and maintenance thereof are critical to Licensees in the conduct of their business;
- D. Licensor wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining their Documentation in strict confidence as trade secrets. Licensor performs necessary maintenance and modification of its programs for its Licensees without disclosing such Documentation to Licensees or other persons. However, Licensor hereby enters into this Escrow Agreement in order to grant Licensee access to Documentation under certain circumstances as set forth herein;
- E. Licensor wishes to insure that maintenance for Licensor's software is available in the event Licensor fails to fulfill its maintenance obligations as set forth in the License Agreement or in the event Licensor does not remain in business;
- F. NSD is in the business of providing third party software escrow protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.

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

1. **DEPOSIT OF DOCUMENTATION**

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

2. **REVISIONS AND MAINTENANCE**

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

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

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

3. **STORAGE AND SECURITY**

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

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

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

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

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

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

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

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

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

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

4. REGISTRATION OF LICENSEE(S) OF RECORD

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

5. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

6. RELEASE OF DOCUMENTATION

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

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

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

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

7. DISPUTE RESOLUTION

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

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

8. BANKRUPTCY

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

9. INDEMNIFICATION

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

10. GOOD FAITH RELIANCE

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

11. TERMINATION

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

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

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

12. FEES

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

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

13. ENTIRE AGREEMENT

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

14. NOTICE

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

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

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

15. COUNTERPARTS

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

16. GOVERNING LAW

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

17. SEVERABILITY

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

18. HEADINGS

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

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

LICENSOR

BRAMBLES NSD, INC.

By: Donald H Norris

By: Craig Cowdery

Name: DONALD H NORRIS

Name: Craig Cowdery

Title: PRESIDENT

Title: Financial Chief Officer

EXHIBIT A
("License Agreement")

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

DEPOSIT TYPE
 Initial
 Revision/Update
 Replacement

TECHNOLOGY TRADE NAME: Civil Administration System
 VERSION #: 1.5

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

ENVIRONMENTAL REQUIREMENTS

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

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

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

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

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

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

ESCROW #: 1492

**LICENSEE OF RECORD
ACCEPTANCE**

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

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

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

LICENSEE OF RECORD:

COMPANY:

By: JM Nielsen

Name: J. MARK NIELSEN

Title: Chairman

Date: June 15, 1999

Address: 330 Fair Lane
Placerville, CA
95667

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

By: Margaret E. Moody
DEPUTY
6-15-99

1095LORA