

AMENDMENT ONE
to
TracNet Software License Agreement

The following is a description of (1) the Licensed Program to be added under this License Amendment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 09-24-96.

| <u>Additional Software Licensed Program Name</u> | <u>Cost</u> | <u># Authorized Workstations</u> |
|--|---------------------------------|----------------------------------|
| 1. Upgrade Proposal including the following upgrades: Computer Aided Dispatch Upgrade Integrated Incident Case Mobile & Integrated Booking Interface CLETS/CJIS Interface Regional Data Sharing | \$ 363,000.00 | Existing |
| 2. Upgraded Maintenance Service Plan Covering Above upgrade Licenses product support Five days per year on-site training Consecutive days on a mutually agreed date | \$ 18,000.00 \$ 1,000.00/day | N/A N/A |

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment One" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment, including Exhibit A and Exhibit B, only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A" and other referenced Attachments and documents remain unaltered and in effect, other than TracNet agrees that all employees who work on TracNet products in El Dorado County will carry automobile insurance as required by law and will name El Dorado County as an "Other Insured" on that insurance. Those documents in conjunction with "Amendment One" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

TracNet agrees that all software provided as a result of this Amendment or the License Agreement will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data before and after January 1, 2000. Upon delivery and thereafter, the date and date logic component shall effectively and efficiently operate without delay or other manner of hindrance from the current year into and beyond the year 2000. Upon

written notification by the County of any failure to comply with ISO 9000 data format, TracNet will correct the failing component with compliant software within a mutually agreed upon time period, but no later than November 1, 1999, at no cost to the County.

If any provision or provisions of this Attachment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, LICENSOR and LICENSEE hereby execute this Attachment titled "Amendment One" in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

LICENSEE: EL Dorado County
By: William S. Bradley
Title: CHAIRMAN PRO TEM
Date: June 29, 1999

Address: Board of Supervisors
330 FAIR Lane
Placerville CA 95667

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

By: Lillian G. Hamilton
DEPUTY

ACCEPTED BY:

LICENSOR: TracNet Corporation
By: [Signature]
Title: PRESIDENT
Date: 5/12/99

Address: 303 Potrero Street, Suite 58
Santa Cruz, CA 95060

| DATE | COPIES SENT TO: |
|---------|---------------------------------|
| 6/30/99 | 2 (1 fully-executed) to Sheriff |
| " | Auditor/Controller |
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