

#129

Attn: Janeth San Pedro

Agreement #: <sup>50311</sup> 061-50611-AMD IV

# CONTRACT ROUTING SHEET

Date Prepared: April 10, 2017

Need Date: \*\*\* ASAP \*\*\*

### PROCESSING DEPARTMENT:

Department: Procurement & Contracts  
Dept. Contact: Linda Silacci-Smith  
Phone: x5417  
Department Head Signature: [Signature] 4/10/17

### CONTRACTOR:

AtPac Assignment to:  
Name: SouthTech Systems, Inc.  
Address: 4181 Flat rock Drive, Suite 300  
Riverside, CA 92505  
Phone: (951) 354-6104

### CONTRACTING DEPARTMENT: Recorder-Clerk

Service Requested: Assignment of Agreement from AtPac to SouthTech Systems, Inc.  
(vendor agreement)

Contract Term: Perpetual (no change) Contract Value: \$ no change  
Compliance with Human Resources requirements? Yes:            No:             
Compliance verified by: N/A - Assignment

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

Approved: ✓ Disapproved:            Date: 4/14/17 By: JD  
Approved:            Disapproved:            Date:            By:           

EL DORADO COUNTY COUNSEL  
2017 APR 10 PM 3:24

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ✓ Disapproved:            Date: 4-17-17 By: [Signature]  
Approved:            Disapproved:            Date:            By:           

compliant in eDIR - Vendor #028075

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

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

# ORIGINAL

## Agreement #061-S0311 Amendment IV

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of June 6, 2017, in Placerville California, by and between AtPac, Inc ("Assignor") and South Tech Systems, Inc. ("Assignee"), and County of El Dorado, a municipal corporation (the "County").

#### RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:
  - (a) **Agreement.** The term "Agreement" shall mean the September 24, 2002, Agreement between AtPac, Inc and County of El Dorado, a municipal corporation ("County") for software and related services provided to the County Clerk Recorder. The term "Agreement" shall include any amendments or modifications set forth in Appendix A, attached hereto and made a part hereof.
  - (b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.
  - (c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.
2. **The parties agree to the following facts:**
  - (a) The County, by and through the County Clerk Recorder, has entered into the Agreement with Assignor as defined above and attached as Appendix A and incorporated in this Assignment by reference.
  - (b) As of March 1, 2017, the Assignor has transferred to the Assignee all the operating assets of the Assignor by virtue of an Agreement of Merger between the Assignor and Assignee.
  - (c) The Assignee has acquired such assets of the Assignor by virtue of the above transfer.
  - (d) The Assignee has assumed all obligations and liabilities of the Assignor under the Agreement by virtue of the above transfer.
  - (e) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.
  - (f) It is consistent with the County's interest to recognize the Assignee as the successor party to the Agreement.
  - (g) Evidence of the above transfer has been filed with the County.

(h) A letter dated March 10, 2017 signed by Officers of AtPac and SouthTech System companies that certifies Assignor has sold to Assignee the Agreement and the operating assets of Assignor and the rights to all of Assignor's proprietary software of the agreement with County of El Dorado, to the effect Assignee.

**3. In consideration of these facts, the parties agree that by this Assignment:**

(a) The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Agreement.

(b) The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained in the Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement.

(c) The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.

(d) The County recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Assignment becomes entitled to all rights, titles, and interests of the Assignor in and to the Agreement as if the Assignee were the original party to the Agreement. Following the Effective Date of this Assignment, the term "Contractor," as used in the Agreement, shall refer to the Assignee.

(e) Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the County against the Assignor.

(f) All payments and reimbursements previously made by County to the Assignor, and all other previous actions taken by County under the Agreement, shall be considered to have discharged those parts of County's obligations under the Agreement. All payments and reimbursements made by County after the date of this Assignment in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of County's obligations under the Agreement, to the extent of the amounts paid or reimbursed.

(g) The Assignor and the Assignee agree that County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that County in the absence of this transfer or Assignment would have been obligated to pay or reimburse under the terms of the Agreement.

(h) The Assignor guarantees payment of all liabilities and the performance of all obligations that the Assignee:

(1) Assumes under this Assignment; or

(2) May undertake in the future should this Agreement be modified under their terms and conditions. The Assignor waives notice of, and consents to, any such future modifications.

(i) The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.

4. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
5. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
7. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by County.
8. **Insurance Certificates.** For this Assignment to be effective, Assignee shall provide to County insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.
9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and County.
10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than County and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.
11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or County may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Linda Maclam, President  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
(530) 913-3340.  
[lkimacclam@aol.com](mailto:lkimacclam@aol.com)

If to Assignee:


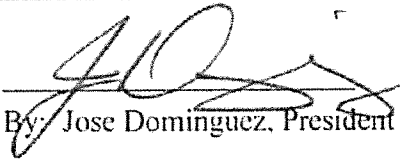
Jose Dominguez, President  
SouthTech Systems, Inc  
4181 Flatrock Drive, Suite 300  
Riverside, CA 92505  
(951) 354-6104  
jose.dominguez@southtechsystems.com

If to County:

County of El Dorado  
Bill Schultz, Clerk/Recorder/Registrar  
360 Fair Lane  
Placerville, CA 95667  
530-621-5494  
bill.schultz@edcgov.us

12. **Consent of County.** Each of Assignor and Assignee acknowledges that the prior written consent of County to this Assignment is required under the terms of the Agreement. County shall be a third-party beneficiary of this Assignment and shall have the right to enforce this Assignment.

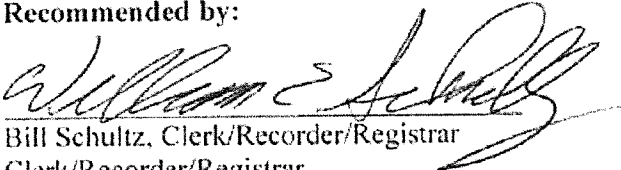
IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR	ASSIGNEE
AtPac, Inc. 13300 New Airport Road, Suite 101 Auburn, CA 95602	South Tech Systems, Inc 4181 Flatrock Drive, Suite 300 Riverside, CA 92505
 By: Linda Maclam, President	 By: Jose Dominguez, President

Subject to Section 12 of this Assignment, County hereby consents to the assignment described in Sections 2 and 3 of this Assignment.

**COUNTY**

**Recommended by:**

  
Bill Schultz, Clerk/Recorder/Registrar  
Clerk/Recorder/Registrar

**Approved:**

Chairman  
Board of Supervisors  
County of El Dorado

By \_\_\_\_\_

Appendix A: Agreement  
Appendix B: Merger Documents

**APPENDIX A**

**Agreement**

**APPENDIX B**

**Asset Transfer and Assignment Agreement Verification**

Letter from Parties Certifying to the Assignment of the Agreement



**APPENDIX A**  
**Agreement**

COPY



#061-50311

*14* PROGRAM LICENSE AND MAINTENANCE AGREEMENT

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 /Fax  
as

Licensee

and

*AtPac*

16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596 / (916) 272-5098 / Fax  
as

Licensor

**Recitals**

Whereas, it is the desire of the Licensee to acquire a Clerk-Recorder Imaging Information System [*CRIS*™] license, (the package) from Licensor, and

Whereas, it is the desire of Licensor to provide the *CRIS*™ license to Licensee according to the terms and conditions setforth in this Agreement, and

Whereas, it is the understanding of the parties that Licensor is providing, for a fee, the *CRIS*™ licensed software in combination with other products to meet the stated needs of the Licensee.

Now therefore, the parties mutually agree as follows:

**1. License.**

**1.1 Type; Fees.**

The Parties hereby agree that Licensor shall grant a non-transferable and non-exclusive license to Licensee under the terms and conditions stated below. Licensee shall pay to Licensor a fee for the license rights and obligations defined in this Agreement. All fees for this license and other products and services are described in Attachment A of this Agreement.

**1.2 Package.**

This license shall apply to the Licensor's functional description of the software products and services listed in Attachment A of this Agreement, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (package). The package shall at all times be proprietary to the Licensor. No transfer of title or property vis-a-vis the package is intended by this Agreement.

### **1.3 Acceptance; Termination.**

This license becomes effective when signed by the Licensor and certified by the Licensee. Licensee may terminate the license granted by this Agreement upon 60 days prior written notice to Licensor. Licensor may terminate the license granted by this Agreement in the event the Licensee fails to comply with any of the terms and, or conditions of this Agreement upon 60 days prior written notice.

### **1.4 Package Use.**

The package may only be used, on and in connection with central processing unit(s) (System) located at:

360 Fair Lane, Placerville, California 95667

or as they may be from time-to-time moved with the Licensee operations.

Identification of the central processing unit(s) is included in Attachment A.

Unless otherwise identified in this License Agreement or its attachments, a separate license is required for each computer system upon which the package will be used.

## **2. Terms and Conditions**

### **2.1 Definitions.**

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

### **2.2 Proprietary Rights; Non-disclosure.**

Licensor, the originator of the package (products), retains title to the package. Licensee acknowledges that the package (software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by Licensor to Licensee are subject to the proprietary rights of Licensor, are trade secrets of Licensor and are protected by civil and criminal law. Licensee will use its best efforts to carefully and continuously protect the confidentiality of said trade secrets and will not release or disclose them to third parties. At the option of Licensor and to the extent allowed by law, the Licensee will have its employees, agents, officers, and, or sub-contractors execute non-disclosure agreements for the protection of Licensor's intellectual property.

### **2.3 Notice Of Rights.**

Licensee shall reproduce and include the entire notice of proprietary rights of Licensor on all copies of the package (as identified in Attachment A to this Agreement) in any form, in whole or in part. Said copies shall only be made as expressly provided by this Agreement.

### **2.4 Notice Of Unauthorized Use.**

Licensee shall notify Licensor immediately of known or suspected unauthorized use, access, or possession of the package or any part thereof. Licensee shall assist Licensor in the protection of its proprietary rights by permitting representatives of Licensor to inspect at all reasonable times any location at which package is used or kept, or may be located or kept.

### **2.5 Reproduction.**

Unless otherwise provided in writing, all documentation provided to the Licensee per this Agreement may not be reproduced by Licensee. Additional copies of user documentation may be obtained from Licensor. Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this Agreement.

## **2.6 Copies; Audit.**

Any licensed programs which are provided in machine readable form may be copied, in whole or in part, in printed machine readable form in sufficient number for use by the Licensee with the designated central processing unit, for backup purposes, or archive purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of Licensor. The Licensee agrees to maintain appropriate records of the number and locations of copies of the licensed package. The original, and any copies of the Licensed package, in whole or in part, which are made by the Licensee shall be the property of Licensor. This does not imply that Licensor owns the media on which the licensed package are recorded. Licensee agrees to make its facilities available upon written notice for inspection and audit at the cost of Licensor for determination of the number of copies and, or license locations.

## **2.7 Default.**

Failure to comply with any provisions of this Agreement shall be cause for default and termination. Upon such termination any and all fees shall become immediately due and payable.

## **2.8 Duty Upon Termination.**

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

## **2.9 Liens.**

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

## **2.10 Insolvency.**

If Licensee ceases conducting business in the normal manner, becomes insolvent, either voluntarily or involuntarily, undertakes or becomes subject to any laws relating to bankruptcy, insolvency, or protection of creditors, this Agreement shall terminate, except for these items covered by Section(s) 2.2, 2.3, 2.4, 2.6, 2.10, and any payment obligations covered by this Agreement. If such termination occurs, each party shall return to the other all confidential, proprietary, and other property (tangible or intangible). Except that Licensee shall retain the right to use the subject of this license for the then unexpired term of the license.

## **2.11 Notice.**

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

## **2.12 Assignability.**

This Agreement and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the Licensee. Any attempt by the

Licensee to assign any of its rights, duties, or obligations of this Agreement, or any of the Licensor's package or materials to which this Agreement applies are void.

### **2.13 Taxes.**

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

### **2.14 Delays.**

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

### **2.15 Arbitration.**

Deleted by agreement of the parties.

### **2.16 Attorney's Fees.**

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

### **2.17 Injunctive Relief.**

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

### **2.18 Warranty.**

Licensee acknowledges the complexity and interrelationship of each of the component parts comprising the package and agrees that the sole liability of the Licensor to the Licensee, and Licensee's exclusive remedy against the Licensor for any inherent defects in the package shall be limited to the Licensor providing adequate programming services to correct any such inherent defect, as Licensor deems necessary or appropriate, upon 30 days written notice.

LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PACKAGE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND, OR EACH OF THE COMPONENT PARTS, AS IT OR THEY CURRENTLY EXIST OR MAY BE MODIFIED OR SUPPLEMENTED IN THE FUTURE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN ELIMINATED BY AGREEMENT OF THE PARTIES HERETO. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE

PACKAGE, OR ANY OF ITS COMPONENT PARTS, AND IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL AND, OR CONSEQUENTIAL DAMAGES.

LICENSOR'S WARRANTY HEREUNDER SHALL BE VOID IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, UNAUTHORIZED REPAIR OR INSTALLATION BY LICENSEE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE STATED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**2.19 Waiver.**

No rights shall be waived, and no breach excused, unless the waiving or consenting party gives notice in writing. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

**2.20 Limitations of Actions.**

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

**2.21 Integration.**

This Agreement, and Attachments "A" and "B" hereto constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded. This Agreement may not be modified except by a writing signed by the Licensor and Licensee.

**2.22 Governing Law.**

This Agreement shall be governed by the laws of the State of California. If any part of this Agreement is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the Agreement will still be in full force and effect.

**2.23 Acknowledgment.**

Each party signing this Agreement has full power and authority to do so. Each party acknowledges that is has read this Agreement, understands it, and agrees to be bound by it.

CRU License Agreement - El Dorado County, California

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date below indicated in the County of Nevada, State of California.

Licensee

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 / Fax

*William Schultz*  
\_\_\_\_\_  
William Schultz, Recorder-Clerk

*9/12/02*  
\_\_\_\_\_  
Date

Approved as to Form:

By *Kenneth L. Ferrin*  
\_\_\_\_\_

*9-27-02*  
\_\_\_\_\_

~~Deputy County Counsel:~~  
*PRINCIPAL LEGAL ANALYST*

Date

Approved:

*David A. Solano*  
\_\_\_\_\_

*September 24, 2002*  
\_\_\_\_\_

David A. Solano, Chairman,  
Board of Supervisors

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

Licensor

*AdPac*  
16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596  
(916) 272-5898 / Fax

*James P. Maclam*  
\_\_\_\_\_

James P. Maclam, as President

By *Marjorie E. Meedy*  
\_\_\_\_\_  
DEPUTY  
*9-24-02*

*7/1/2002*  
\_\_\_\_\_

Date

**ATTACHMENT A**  
***CRIS*™ LICENSE AGREEMENT**

Effective Date: October 1, 2002

This is an identified attachment to the *CRIS*™ License Agreement (License) by and between

Licensee:

El Dorado County  
 Recorder-Clerk  
 360 Fair Lane  
 Placerville, California 95667  
 Attention: William Schultz  
 (530) 621-5494 / (530) 621-2147 (fax)

Licensor:

*AdPac*  
 10113 Alta Sierra Drive  
 Suite 102  
 Grass Valley, California 95949  
 Attention: James P. Maclam  
 (800) 845-7518 / (530) 272-0598 (fax)

**1. Term.**

The term of the License shall be five (5) calendar years from the date of the License unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License from year-to-year.

**2. Fees. Annual Fee(s).**

The annual Support fee shall be as follows:

Software Product(Support)	Annual Maint. Cost	Sales Tax	Total
CRIS™ (Site)	\$10,000.00	\$750.00	\$10,750.00
CQCS License Fee	\$2,265.00	169.88	\$2,434.88

Additional identified service fees shall be as follows:

Additional Service	Hours	Rate/Hour	Extended Cost	Travel/Living Expense	Sales Tax	Total
Travel and Per Diems	0	135.00	0		0	0.00
On-Site Training	0	135.00	0	0	0	0.00
Analysis/Consulting	0	135.00	0	0	0	0.00
Conversion	0	135.00	0	0	0	0.00

**Service Fees, File Conversion, File Recovery, Implementation, Training, and Other Fees.** Service fees, unidentified file conversions, unidentified implementations, installation, training and other fees are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders, which shall be made a part of the Agreement. License Service Order invoices are due and payable when presented, unless otherwise stated on the Licensor's invoice. These fees shall be an hourly fee for services not otherwise defined at the rate of one hundred thirty-five dollars (\$135.00) per man hour. Materials are invoiced at cost plus eighteen



percent (18%). All fees are exclusive of any and all sales taxes, business license, and permit fees.

**3. Computer Serial Number & Identification.**

*CRUs*<sup>™</sup> is licensed to run on the computer central processing unit(s) with a serial number(s) of

TBD

and is/are generally known as

RecorderSystem

The operating system(s) on the CPU(s) is/are

1. Unix operating system from Santa Cruz Operations, and

The number of available user ports/nodes on the CPU/Network is  
sixteen (16)

**4. *CRUs*<sup>™</sup> Products & Services Functional Descriptions**

For the below-identified included modules *APac* provides the following services:

- Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- Dial-in modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- Electronic problem reporting shall be from the application software module *CRUs* CSR.
- Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and dial-in support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- Revisions and Releases of *CRUs*<sup>™</sup> application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- Training shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRUs*<sup>™</sup> software modules, materials and services included with this License:

CQCS Database Software Lic. Maint  
Cashiering *CRUs*<sup>™</sup>  
PC Terminal Emulation (CQCS)  
Vital Records *CRUs*<sup>™</sup>  
Real Property Records *CRUs*<sup>™</sup>  
Imaging *CRUs*<sup>™</sup>

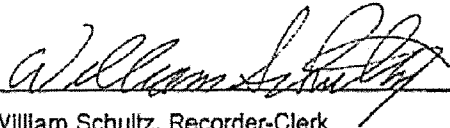
CRUs™ License Agreement, El Dorado County, California

Executed:

This Attachment A to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

Licensee


El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

9/12/2002

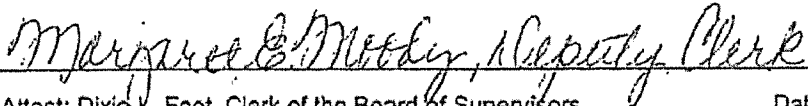
Date

Approved:

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

September 24, 2002

Date

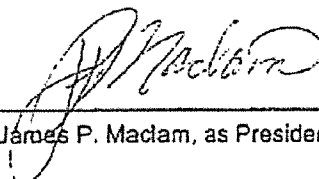
  
\_\_\_\_\_  
Attest: Dixie L. Foot, Clerk of the Board of Supervisors

September 24, 2002

Date

Licensors

AdPac  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

7/1/2002

Date

**ATTACHMENT B**  
**EL DORADO COUNTY INSURANCE REQUIREMENTS**

Effective Date: October 1, 2002

---

This is an identified attachment to the *CRU*<sup>TM</sup> License Agreement (License) by and between  
Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

Licensor:

*AsPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclarn  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Insurance:**

Licensor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Licensor maintains insurance that meets the following requirements:

- 1.1 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensor as required by law in the State of California.
- 1.2 Commercial General Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) combined single limit per occurrence for bodily injury and property damage.
- 1.3 Automobile Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) is required in the event motor vehicles are used by the Licensor in the performance of the Agreement.
- 1.4 In the event Licensor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 (one million dollars) per occurrence. For the purposes hereof, Professional Liability is not required.
- 1.5 Licensor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

*CRU* License Agreement, El Dorado County, California

- 1.6 The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 1.7 Licensor agrees that the insurance required above shall be in effect at all times during the term of this Agreement, in the event said insurance coverage expires at any time or times during the term of this Agreement, Licensor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Licensor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Licensor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- 1.8 The certificate of insurance must include the following provisions stating that:
  - 1.8.1 The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 1.8.2 The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- 1.9 The Licensor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials employees and volunteers shall be excess of the Licensor's insurance and shall not contribute with it.
- 1.10 Any deductibles or self-insured retentions must be declared to and approved by the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Licensor shall produce a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 1.11 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 1.12 The insurance companies shall have no recourse against the County of El Dorado, its officers, officials, employees or volunteers for payment of any premiums or assessments under any policy issued by any insurance company.
- 1.13 Licensor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- 1.14 In the event Licensor cannot provide an occurrence policy, Licensor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- 1.15 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.


CRUs™ License Agreement, El Dorado County, California

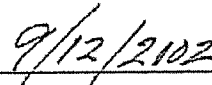
Executed:

This Attachment B to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

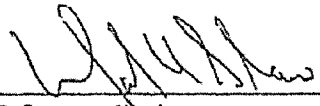
Licensee

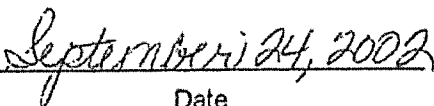
El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

  
\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

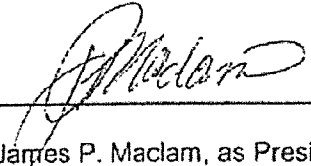
  
\_\_\_\_\_  
Date

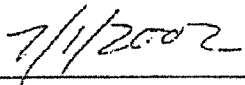
  
\_\_\_\_\_  
Attest: Dixie L. Foot, Clerk of the Board of Supervisors

  
\_\_\_\_\_  
Date

Licenser

*AsPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

  
\_\_\_\_\_  
Date

ATTACHMENT C  
EL DORADO COUNTY YEAR 2000 COMPLIANCE

Effective Date: October 1, 2002

---

This is an identified attachment to the *CRU*™ License Agreement (License) by and between

Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

Licensors:

*AtPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclam  
(800) 845-7518 / (530) 272-0598 (fax)

---

Year 2000 Compliance:

Vendor agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data, if such hardware is previously certified by the Vendor for use with the licensed application.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate without using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Vendor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County, except in the event that the hardware or software has been augmented, modified, enhanced, or altered by the County.

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

CRUs™ License Agreement, El Dorado County, California

Executed:

This Attachment C to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

Licensee

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)




9/12/2002

William Schultz, Recorder-Clerk  
Contract Administrator

Date

Approved:



September 24, 2002

David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

Date

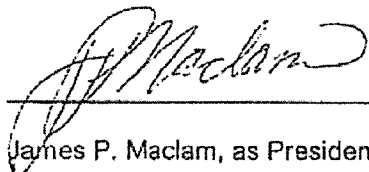
Margaret E. Mackay, Deputy Clerk September 24, 2002

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

Date

Licensors

Alt. Doc  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



7/1/2002

James P. Maclam, as President

Date

**ATTACHMENT D  
EL DORADO COUNTY FISCAL CONSIDERATIONS**

Effective Date: July 01, 2002

---

This is an identified attachment to the *CRUs*<sup>TM</sup> License Agreement (License) by and between

**Licensee:**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

**Licensor:**

*AtPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclam  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Fiscal Considerations:**

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment for Recorder-Clerk systems. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.



CRUs™ License Agreement, El Dorado County, California

Executed:

This Attachment D to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

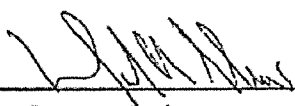
Licensee

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

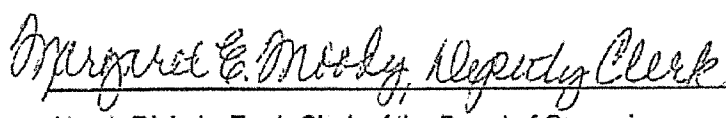
  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

9/12/2002  
\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

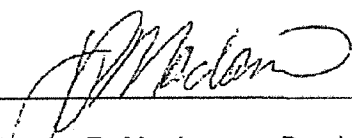
September 24, 2002  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Dixie L. Foot, Clerk of the Board of Supervisors

September 24, 2002  
\_\_\_\_\_  
Date

Licensors

*As Pres*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

7/11/2002  
\_\_\_\_\_  
Date

# ORIGINAL

## *CRUs* PROGRAM LICENSE AND MAINTENANCE AGREEMENT

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 /Fax

as

Licensee

and

*AtPac*

16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596 / (916) 272-5098 / Fax

as

Licensor

### Recitals

Whereas, it is the desire of the Licensee to acquire a Clerk-Recorder Imaging Information System [*CRUs*<sup>™</sup>] license, (the package) from Licensor, and

Whereas, it is the desire of Licensor to provide the *CRUs*<sup>™</sup> license to Licensee according to the terms and conditions set forth in this Agreement, and

Whereas, it is the understanding of the parties that Licensor is providing, for a fee, the *CRUs*<sup>™</sup> licensed software in combination with other products to meet the stated needs of the Licensee.

Now therefore, the parties mutually agree as follows:

#### 1. License.

##### 1.1 Type; Fees.

The Parties hereby agree that Licensor shall grant a non-transferable and non-exclusive license to Licensee under the terms and conditions stated below. Licensee shall pay to Licensor a fee for the license rights and obligations defined in this Agreement. All fees for this license and other products and services are described in Attachment A of this Agreement.

##### 1.2 Package.

This license shall apply to the Licensor's functional description of the software products and services listed in Attachment A of this Agreement, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (package). The package shall at all times be proprietary to the Licensor. No transfer of title or property vis-a-vis the package is intended by this Agreement.

### **1.3 Acceptance; Termination.**

This license becomes effective when signed by the Licensor and certified by the Licensee. Licensee may terminate the license granted by this Agreement upon 60 days prior written notice to Licensor. Licensor may terminate the license granted by this Agreement in the event the Licensee fails to comply with any of the terms and, or conditions of this Agreement upon 60 days prior written notice.

### **1.4 Package Use.**

The package may only be used, on and in connection with central processing unit(s) (System) located at:

360 Fair Lane, Placerville, California 95667

or as they may be from time-to-time moved with the Licensee operations.

Identification of the central processing unit(s) is included in **Attachment A**.

Unless otherwise identified in this License Agreement or its attachments, a separate license is required for each computer system upon which the package will be used.

## **2. Terms and Conditions**

### **2.1 Definitions.**

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

### **2.2 Proprietary Rights; Non-disclosure.**

Licensor, the originator of the package (products), retains title to the package. Licensee acknowledges that the package (software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by Licensor to Licensee are subject to the proprietary rights of Licensor, are trade secrets of Licensor and are protected by civil and criminal law. Licensee will use its best efforts to carefully and continuously protect the confidentiality of said trade secrets and will not release or disclose them to third parties. At the option of Licensor and to the extent allowed by law, the Licensee will have its employees, agents, officers, and, or sub-contractors execute non-disclosure agreements for the protection of Licensor's intellectual property.

### **2.3 Notice Of Rights.**

Licensee shall reproduce and include the entire notice of proprietary rights of Licensor on all copies of the package( as identified in Attachment A to this Agreement) in any form, in whole or in part. Said copies shall only be made as expressly provided by this Agreement.

### **2.4 Notice Of Unauthorized Use.**

Licensee shall notify Licensor immediately of known or suspected unauthorized use, access, or possession of the package or any part thereof. Licensee shall assist Licensor in the protection of its proprietary rights by permitting representatives of Licensor to inspect at all reasonable times any location at which package is used or kept, or may be located or kept.

### **2.5 Reproduction.**

Unless otherwise provided in writing, all documentation provided to the Licensee per this Agreement may not be reproduced by Licensee. Additional copies of user documentation may be obtained from Licensor. Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this Agreement.

## **2.6 Copies; Audit.**

Any licensed programs which are provided in machine readable form may be copied, in whole or in part, in printed machine readable form in sufficient number for use by the Licensee with the designated central processing unit, for backup purposes, or archive purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of Licensor. The Licensee agrees to maintain appropriate records of the number and locations of copies of the licensed package. The original, and any copies of the Licensed package, in whole or in part, which are made by the Licensee shall be the property of Licensor. This does not imply that Licensor owns the media on which the licensed package are recorded. Licensee agrees to make its facilities available upon written notice for inspection and audit at the cost of Licensor for determination of the number of copies and, or license locations.

## **2.7 Default.**

Failure to comply with any provisions of this Agreement shall be cause for default and termination. Upon such termination any and all fees shall become immediately due and payable.

## **2.8 Duty Upon Termination.**

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

## **2.9 Liens.**

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

## **2.10 Insolvency.**

If Licensee ceases conducting business in the normal manner, becomes insolvent, either voluntarily or involuntarily, undertakes or becomes subject to any laws relating to bankruptcy, insolvency, or protection of creditors, this Agreement shall terminate, except for these items covered by Section(s) 2.2, 2.3, 2.4, 2.6, 2.10, and any payment obligations covered by this Agreement. If such termination occurs, each party shall return to the other all confidential, proprietary, and other property (tangible or intangible). Except that Licensee shall retain the right to use the subject of this license for the then unexpired term of the license.

## **2.11 Notice.**

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

## **2.12 Assignability.**

This Agreement and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the Licensee. Any attempt by the

Licensee to assign any of its rights, duties, or obligations of this Agreement, or any of the Licensor's package or materials to which this Agreement applies are void.

**2.13 Taxes.**

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

**2.14 Delays.**

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

**2.15 Arbitration.**

Deleted by agreement of the parties.

**2.16 Attorney's Fees.**

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

**2.17 Injunctive Relief.**

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

**2.18 Warranty.**

Licensee acknowledges the complexity and interrelationship of each of the component parts comprising the package and agrees that the sole liability of the Licensor to the Licensee, and Licensee's exclusive remedy against the Licensor for any inherent defects in the package shall be limited to the Licensor providing adequate programming services to correct any such inherent defect, as Licensor deems necessary or appropriate, upon 30 days written notice.

LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PACKAGE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND, OR EACH OF THE COMPONENT PARTS, AS IT OR THEY CURRENTLY EXIST OR MAY BE MODIFIED OR SUPPLEMENTED IN THE FUTURE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN ELIMINATED BY AGREEMENT OF THE PARTIES HERETO. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE

PACKAGE, OR ANY OF ITS COMPONENT PARTS, AND IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL AND, OR CONSEQUENTIAL DAMAGES.

LICENSOR'S WARRANTY HEREUNDER SHALL BE VOID IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, UNAUTHORIZED REPAIR OR INSTALLATION BY LICENSEE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE STATED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**2.19 Waiver.**

No rights shall be waived, and no breach excused, unless the waiving or consenting party gives notice in writing. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

**2.20 Limitations of Actions.**

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

**2.21 Integration.**

This Agreement, and Attachments "A" and "B" hereto constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded. This Agreement may not be modified except by a writing signed by the Licensor and Licensee.

**2.22 Governing Law.**

This Agreement shall be governed by the laws of the State of California. If any part of this Agreement is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the Agreement will still be in full force and effect.

**2.23 Acknowledgment.**

Each party signing this Agreement has full power and authority to do so. Each party acknowledges that is has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date below-  
indicated in the County of Nevada, State of California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 / Fax

William Schultz  
William Schultz, Recorder-Clerk

9/12/02

Date

Approved as to Form:

By Kerolyn Linn

9-27-02

~~Deputy County Counsel:~~  
PRINCIPAL LEGAL ANALYST

Date

Approved:

David A. Solano

September 24, 2002

David A. Solano, Chairman,  
Board of Supervisors

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

**Licenser**

~~AtPac~~  
16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596  
(916) 272-5098 / Fax

James P. Maclam  
James P. Maclam, as President

By Marquell E. Moody  
DEPUTY  
9-24-02

7/1/2002

Date

**ATTACHMENT A**  
***CRiis*™ LICENSE AGREEMENT**

Effective Date: October 1, 2002

This is an identified attachment to the *CRiis*™ License Agreement (License) by and between

**Licensee:**

El Dorado County  
 Recorder-Clerk  
 360 Fair Lane  
 Placerville, California 95667  
 Attention: William Schultz  
 (530) 621-5494 / (530) 621-2147 (fax)

**Licensor:**

*AtPac*  
 10113 Alta Sierra Drive  
 Suite 102  
 Grass Valley, California 95949  
 Attention: James P. Maclarn  
 (800) 845-7518 / (530) 272-0598 (fax)

**1. Term.**

The term of the License shall be five (5) calendar years from the date of the License unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License from year-to-year.

**2. Fees. Annual Fee(s).**

The annual Support fee shall be as follows:

Software Product (Support)	Annual Maint. Cost	Sales Tax	Total
CRiis™ (Site)	\$10,000.00	\$750.00	\$10,750.00
CQCS License Fee	\$2,265.00	169.88	\$2,434.88

Additional identified service fees shall be as follows:

Additional Service	Hours	Rate/Hour	Extended Cost	Travel/Living Expense	Sales Tax	Total
Travel and Per Diems	0	135.00	0		0	0.00
On-Site Training	0	135.00	0	0	0	0.00
Analysis/Consulting	0	135.00	0	0	0	0.00
Conversion	0	135.00	0	0	0	0.00

**Service Fees, File Conversion, File Recovery, Implementation, Training, and Other Fees.** Service fees, unidentified file conversions, unidentified implementations, installation, training and other fees are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders, which shall be made a part of the Agreement. License Service Order Invoices are due and payable when presented, unless otherwise stated on the Licensor's invoice. These fees shall be an hourly fee for services not otherwise defined at the rate of one hundred thirty-five dollars (\$135.00) per man hour. Materials are invoiced at cost plus eighteen



percent (18%). All fees are exclusive of any and all sales taxes, business license, and permit fees.

**3. Computer Serial Number & Identification.**

CRUs™ is licensed to run on the computer central processing unit(s) with a serial number(s) of

TBD

and is/are generally known as

RecorderSystem

The operating system(s) on the CPU(s) is/are

1. Unix operating system from Santa Cruz Operations, and

The number of available user ports/nodes on the CPU/Network is

sixteen (16)

**4. CRUs™ Products & Services Functional Descriptions**

For the below-identified included modules *AdPac* provides the following services:

- Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- Dial-in modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- Electronic problem reporting shall be from the application software module *CRUs* CSR.
- Licensor and Licensee personnel shall coordinate **problem escalation** from initial telephone and dial-in support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- Revisions and Releases of *CRUs*™ application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- Training shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRUs*™ software modules, materials and services included with this License:

CQCS Database Software Lic. Maint

Cashiering *CRUs*™

PC Terminal Emulation (CQCS)

Vital Records *CRUs*™

Real Property Records *CRUs*™

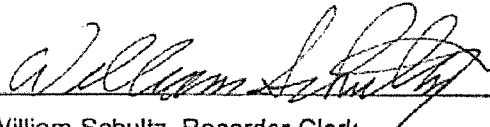
Imaging *CRUs*™

Executed:

This Attachment A to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

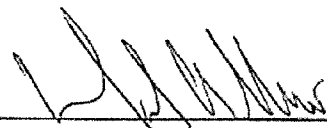
Licensee

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

9/12/2002  
\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

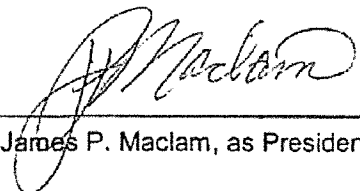
September 24, 2002  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Dixie L. Foot, Clerk of the Board of Supervisors

September 24, 2002  
\_\_\_\_\_  
Date

Licensors

*Ad Pac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

7/1/2002  
\_\_\_\_\_  
Date

**ATTACHMENT B**  
**EL DORADO COUNTY INSURANCE REQUIREMENTS**

Effective Date: October 1, 2002

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This is an identified attachment to the *CR22*<sup>TM</sup> License Agreement (License) by and between  
Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

Licensors:

*Alpac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclarn  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Insurance:**

Licensors shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Licensors maintain insurance that meets the following requirements:

- 1.1 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensors as required by law in the State of California.
- 1.2 Commercial General Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) combined single limit per occurrence for bodily injury and property damage.
- 1.3 Automobile Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) is required in the event motor vehicles are used by the Licensors in the performance of the Agreement.
- 1.4 In the event Licensors is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 (one million dollars) per occurrence. For the purposes hereof, Professional Liability is not required.
- 1.5 Licensors shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

ATTACHMENT C  
EL DORADO COUNTY YEAR 2000 COMPLIANCE

Effective Date: October 1, 2002

---

This is an Identified attachment to the *CRU*™ License Agreement (License) by and between

Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

Licensor:

*Alpac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclarn  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Year 2000 Compliance:**

Vendor agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data, if such hardware is previously certified by the Vendor for use with the licensed application.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate without using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Vendor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County, except in the event that the hardware or software has been augmented, modified, enhanced, or altered by the County.

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

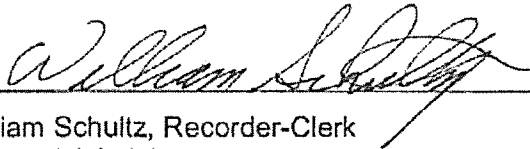
CRUs™ License Agreement, El Dorado County, California

**Executed:**

This Attachment B to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)



9/12/2002

William Schultz, Recorder-Clerk  
Contract Administrator

Date


**Approved:**



September 24, 2002

David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

Date



September 24, 2002

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

Date

**Licensors**

*At Pac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



7/1/2002

James P. Maclam, as President

Date

**ATTACHMENT D  
EL DORADO COUNTY FISCAL CONSIDERATIONS**

**Effective Date: July 01, 2002**

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This is an identified attachment to the *CRUs*<sup>TM</sup> License Agreement (License) by and between

**Licensee:**

**El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)**

**Licensor:**

*AtDac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclam  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Fiscal Considerations:**

The parties to this Agreement recognize and acknowledge that County is apolitical subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment for Recorder-Clerk systems. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

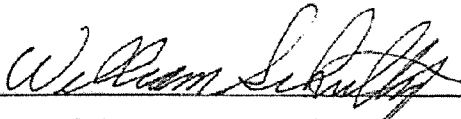
In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

**Executed:**

This Attachment D to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

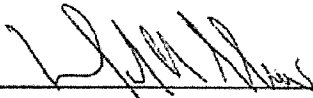


9/12/2002

William Schultz, Recorder-Clerk  
Contract Administrator

Date

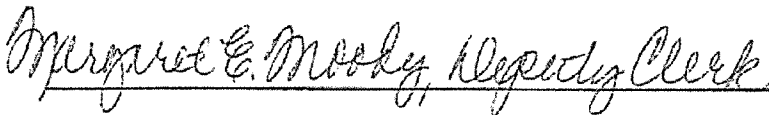
**Approved:**



September 24, 2002

David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

Date



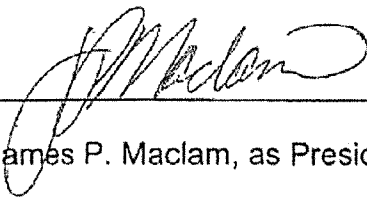
September 24, 2002

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

Date

**Licensors**

*AlPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



7/11/2002

James P. Maclam, as President

Date

Attachment D

Page 2 of 2

*CRUs*™ License Agreement, El Dorado County, California

**Executed:**

This Attachment C to the *CRUs*™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)




9/12/2002

William Schultz, Recorder-Clerk  
Contract Administrator

Date

**Approved:**



September 24, 2002

David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

Date

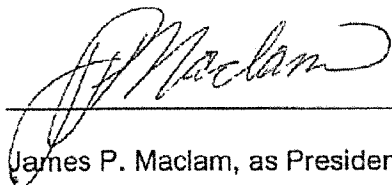
Margaret E. Moody, Deputy Clerk September 24, 2002

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

Date

**Licensor**

*AsPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



7/1/2002

James P. Maclam, as President

Date



# ORIGINAL

## El Dorado County Recorder-Clerk *CRiis*™ LICENSE AGREEMENT

AGREEMENT #061-S0311  
AMENDMENT I

### WHEREAS:

- A. The County of El Dorado and AtPac, ("the parties") entered into the *CRiis*™ License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part by reference hereof; and
- B. The parties desire to enter into this amendment to provide for a five-year extension to the Agreement; and
- C. The parties desire to amend the Agreement to provide for an upward adjustment in annual Cyberscience (CQCS) tool set fees while locking in said rates for a longer term; and
- D. The parties desire to amend the Agreement to provide for additional annual maintenance services.

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

1. Item 1, on Page 1 of Attachment A, marked "Term", shall be amended to state: The term of the License shall terminate on September 30, 2012, unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License term from year-to-year.
2. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", annual License fee for CQCS shall be amended to two thousand eight hundred twenty one dollars and eighty eight cents (\$2,821.88) as set forth in Table 1 below and incorporated herein (includes sales tax).
3. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", shall be amended to include annual fees of one thousand seventy five dollars (\$1,075.00) for Electronic Lien Module Maintenance as set forth in Table 1 below and incorporated herein by reference (price includes sales tax).

Table 1 - Summary Fee Schedule:

Software Product (Support)	Annual Maint. Cost	Sales Tax	Total
<i>CRiis</i> ™ Site License	\$ 10,000.00	\$ 750.00	\$ 10,750.00
CQCS License Fee	\$ 2,625.00	\$ 196.88	\$ 2,821.88
E-Lien Annual Maintenance	\$ 1,000.00	\$ 75.00	\$ 1,075.00
<b>Total Annual License</b>			<b>\$ 14,646.88</b>

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

Requesting Contract Administrator:

By: William E. Schultz Dated: 9/14/07  
William E. Schultz, Recorder-Clerk

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #061-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 10/2/07  
By: [Signature]  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Marcie MacLennan 10/2/07  
Deputy Clerk

-- CONTRACTOR --

Dated: 9/18/07

ATPAC,  
A CALIFORNIA CORPORATION

By: [Signature]  
Kirk Weir  
President  
"Contractor"

By: Linda MacLennan  
Corporate Secretary

Dated: 9-17-07

EL Dorado Recorder-Clerk  
*CRiis*™ LICENSE AGREEMENT

**ORIGINAL**

AGREEMENT #061-S0311  
AMENDMENT II

WHEREAS:

- A. The County of El Dorado and AtPac, ("the parties"), entered into the *CRiis*™ License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part hereof; and
- B. The parties executed the First Amendment to that Agreement for Services #061-S0311 effective October 2, 2007, incorporated herein and made part hereof; and
- C. The parties desire to amend the Agreement a second time to comply with State mandates approved by law pursuant to AB1168 requirements that are set forth in Government Code section 27301, Civil Code section 1798.1 and other statutes; and
- D. The parties desire to amend the Agreement to provide for licensing of additional *CRiis* modules to support hosting (OldBook Library™) and redaction (I.D. Shield™) of electronic images to improve service to County citizens and comply with the provisions of AB1168; and
- E. The parties desire to amend the Agreement to provide for the digital conversion of archive images from their current format to an electronic format compatible with Item C above.
- F. The parties hereby submit an overview of the technology and services proposed to achieve the above as presented in "Exhibit 1" incorporated herein and made by reference hereof.

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

1. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)" shall be amended to include "Exhibit 2" (ID Shield™ and Redaction Services) in the amount of one hundred sixty-seven thousand six hundred thirty-two dollars (\$167,632.00) is incorporated herein and made part by reference hereof; and
2. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)" shall be amended to include "Exhibit 3" (Service Order Number 2008-001 Digital Conversion) in the amount of two hundred fifty-one thousand seven hundred seventy-four dollars and forty cents (\$251,774.40) is incorporated herein and made part by reference hereof; and
3. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)" shall be amended to include "Exhibit 4" (OldBook Library™ module and associated License Service Order 2008-001) in the amount of five thousand eight hundred ninety-eight dollars and seventy-five cents (\$5,898.75) is incorporated herein and made part by reference hereof; and
4. Item 2.18 Warranty on page 4 of the *CRiis*™ License Agreement shall be amended to include: Licensor warrants that the package will operate in all material aspects in conformity with applicable manuals.

5. Item 4, on Page 2 of Attachment A, marked "*CRu*<sup>TM</sup> Products & Services Functional Descriptions, Telephonic response, shall be amended to include: Telephonic access is available during Licensor office hours of 8:00 a.m. PST Monday through Friday (excluding certain holidays). Licensor and Licensee will arrange for on-call telephonic access outside of normal business hours.

The amended total not to exceed (NTE) amount of this Agreement will be six hundred thousand dollars (\$600,000.00), calculated as follows: Original Agreement \$80,238.85 add Amendment I \$88,400.21, add Amendment II request Exhibit 2 \$167,632.00, Exhibit 3 \$251,774.40, Exhibit 4 \$5,898.75, plus an additional \$6,055.79 for possible costs as the billing rates identified herein are estimated only and may increase as the total number of records to convert is unknown. The total amount of this Agreement shall not exceed the total amount of funding available within the department's approved budget. Projects will be approved by the Recorder-Clerk and invoiced upon completion. For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

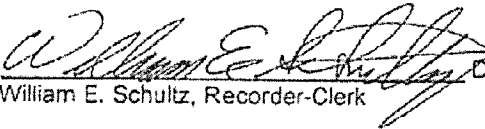
**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-Contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

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

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

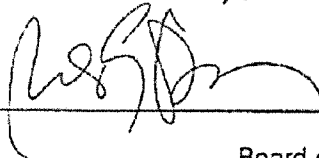
Requesting Contract Administrator:

By:  Dated: 5/19/08  
William E. Schultz, Recorder-Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #061-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

Dated: 7/22/08

By:   
Chairman  
Board of Supervisors  
"County"

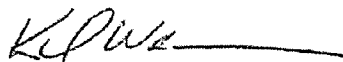
ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By:  Date: 7/22/08  
Deputy Clerk

--CONTRACTOR--

Dated: 5/21/08

ATPAC,  
A CALIFORNIA CORPORATION

By:   
Kirk Weir  
President  
"Contractor"

BY   
Corporate Secretary

Dated: 5/21/08

"EXHIBIT 1"  
AGREEMENT #061-S0311 AMENDMENT II  
PROPOSAL



*AlPac*

10113 Alta Sierra Drive, Suite 102  
Grass Valley Calif 95949  
800.845.7518 [www.eapvinc.com](http://www.eapvinc.com)

*tomorrow's technology today ...*

March 3, 2008

Mr. William Schultz  
El Dorado County Recorder-Clerk  
360 Fair Lane  
Placerville, CA 95667

Dear Bill:

This letter will provide an overview of the technology and services we are prepared to provide under two new Contract Exhibits (Amendments) and one License Service Order (LSO) that are respectfully submitted for your review.

Item 1 - Digital Conversion (LSO 2008-001)

Working with your staff, we have identified the likely source media (e.g. roll film, fiche, CD) and have also performed a summary inspection of the provided sample. Next, we used the estimated volume of images from each media source to calculate the overall scope of a digital conversion of your records for the years 1980 - 1999, as per the requirements of AB 1168. Finally, we have provided firm, per-image based cost estimates, according to an actual examination of a sample of your property and estimates provided by your staff. Your actual charges will be based on the actual number of images converted and includes inspection, preparation, conversion, quality control and cataloguing/upload required to make the converted images and data available on your system for either archive, retrieval or redaction (as needed).

Part of our approach includes making use of work product from a previous conversion, currently contained on CD's. For planning purposes, we have included an estimated, not-to-exceed fee of \$.03 (3 cents) per image to incorporate the images currently on CD. Please know that this is a high-end estimate, that you will incur charges based on actual work performed and only after your approval of a specific course of action, and that we will continue to work with our vendor partners to salvage as much of the existing work product as humanly possible.

Quotations for conversion services for older (pre-1980) records, while not specifically covered by the attachment, are available upon request. However, we are confident we can convert and upload a mix of 35mm and 16mm roll film for under \$.08 (8 cents) per image.

Item 2 - Hosting on CRIis™

We have confirmed with your staff that you have an existing electronic index for the years 1980 - 1999. There will be no additional fee to load or host the converted data and images on CRIis™.



*AtPac*

tomorrow's technology today ...

Item 3 - Redaction

Assuming approval and execution of Exhibit B, once the digital conversion outlined in Item 1 has been completed, we will perform the redaction process on your Official Records back to 1980. We estimate this process will take 6 - 8 weeks post conversion.

From a process perspective, day forward redaction can begin within approximately 6 weeks of the execution of Exhibit B, which allows for licensing of ID Shield™. The actual kick-off date will, of course, be set by you and your staff.

Step 4 - OldBook Library™ Module (Optional)

As we understand it, there is a gap in your online index between 1911 and 1948. The OldBook Library™ module was designed to provide a low-cost alternative for just such a situation. Instead of being subject to the expense of manually re-keying the records index for those years, OldBook™ uses simple Book/Page references which can be captured during conversion at a fraction of the expense. We have provided, as Exhibit C, language that would allow you to license OldBook™ to display data and images from those years.

Overall Cost Summary

Media Conversion	\$ 251,774	3.44M images, as quoted
Backfile Redaction	\$ 137,683	Assumes 7.44M backfile images - DNI hardware or setup fees.
Day Forward Redaction	\$ 12,250	Assumes 350k images per year
OldBook Year 1	\$ 4,290	Quoted
OldBook Year 2 and beyond	\$ 1,609	Quoted
<b>Total Year 1 (w/OldBook)</b>		
	<b>\$ 393,747</b>	
<b>Total Year 2 (w/OldBook)</b>		
	<b>\$ 13,859</b>	

Thank you for giving us the opportunity to propose additional technology and services for El Dorado County. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Kirk Weir  
President

**"EXHIBIT 2"**  
**AGREEMENT #061-S0311 AMENDMENT II**  
*CRUs*<sup>TM</sup> LICENSE AGREEMENT

This is an identified attachment to the *CRUs*<sup>TM</sup> License Agreement (License) by and between

**Licensee:**  
 El Dorado County  
 Recorder-Clerk  
 360 Fair Lane  
 Placerville, California 95667  
 Attention: William Schultz  
 (530) 621-7505 / (530) 621-2147 (fax)

AND

**Licensor:**  
*ADac*  
 10113 Alta Sierra Drive, Suite  
 Grass Valley, California 95949  
 Attention Kirk M. Weir  
 (530) 272-0596  
 (530) 272-0598 / Fax

**1. Term.**

No change in Contract term.

**2. Fees. Annual Fee(s).**

The License, Maintenance and other applicable fees shall be as follows:

ID Shield <sup>TM</sup> : Product or Service Description	Qty	Fee
ID Shield <sup>TM</sup> achieves a high percentage of automated redaction of sensitive personal information from public copies of County records. Assuming prior year images have already been digitized, a backfile redaction application can be employed. ID Shield can also be configured to handle redaction of County records on a day forward basis to ensure to a high degree that public copies of County records have had sensitive information redacted.		
Backfile Redaction - server set up	1	\$ 3,250.00
Backfile Redaction - per image (assumes at least 3 million backfile images)	ea	\$ 0.0185
Day Forward Redaction - server set-up	1	\$ 3,250.00
Day Forward Redaction - per image (assumes up to 500,000 images per year)	ea	\$ 0.0350

Fees charged to the Licensee shall be based on the actual number of images processed. Per image fees quoted DO NOT include applicable sales or other taxes.



Note: Based on the estimated 7.44 million images to be backfile redacted the estimated total cost (including sales tax) for backfile redaction per image fees is \$147,963. Estimated annual per image fees for day forward redaction (based on current levels of recording activity) are \$13,169 (including sales tax).

### 3. Computer Serial Number & Identification.

*CRW*<sup>™</sup> is licensed to run on the computer central processing unit(s) with a serial number(s) of

\_\_\_\_\_ TBD \_\_\_\_\_

and is/are generally known as

\_\_\_\_\_ Recorders System \_\_\_\_\_

The operating system(s) on the CPU(s) is/are

1. Windows

The number of available user ports/nodes on the CPU/Network is

\_\_\_\_\_ 16 \_\_\_\_\_

### 4. Products and Services Functional Descriptions

For the below-identified modules *APac* provides the following services:

- Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- Dial-in modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- Electronic problem reporting shall be from the application software module *CRW* CSR.
- Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and dial-in support to onsite support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- Revisions and Releases of *CRW*<sup>™</sup> application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- Training shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRW*<sup>™</sup> software modules, material and services included with this License:

#### I.D. Shield<sup>™</sup> Data Redaction Module

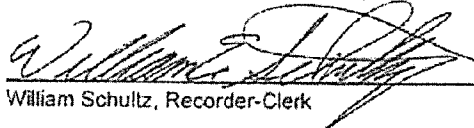
Continues

5. Executed.

This Attachment A to the *CRUs*<sup>TM</sup> License Agreement is executed on \_\_\_\_\_ by  
the below named parties, in the Nevada County, California.

Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schulz  
(530) 621-5494 / (530) 621-2147 (fax)

  
\_\_\_\_\_  
William Schultz, Recorder-Clerk                      Date 5/23/08

Approved:

\_\_\_\_\_  
Date

Licensors:

*AtPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(916) 272-0596  
(916) 272-0598 / Fax

  
\_\_\_\_\_  
Mr. Kirk M. Weir, as President                      Date 5/21/08

**"EXHIBIT 3"**  
**AGREEMENT #061-S0311 AMENDMENT II**  
**AtPac License Service Order**  
**Service Order Number 2008-001**

This is an AtPac License Service Order, pursuant to the existing AtPac CRIis™ Program License Agreement, Attachment A, between AtPac and El Dorado County. This Service Order is being utilized to provide for digital conversion of records from various storage media (microfilm & microfiche, other) to enable redaction of sensitive personal information (per AB1168) from records maintained by the Recorder.

**1. Scope of Order**

Per Attachment A, other services, for a fee, are to be provided (see Service Fees, File Conversion, File Recovery, Implementation, Training and Other Fees). This License Service Order (LSO) is for scanning and imaging (File Conversion) of these records. The following outlines the scope of work for this LSO.

**Description:**

AtPac will provide image conversion services to the County. AtPac will provide quality control inspection of all work product and will then integrate the data and images into either CRIis™ or the OldBook™ Library module, as directed.

**Project Contacts:**

AtPac – Kirk Weir 530-272-0596  
 Recorder – Jane Kohlstedt 530-621-5494

Fees: The estimated imaging fees are:

Source Media	Units	Est. images /Unit	Est. Total Images	Estimated Cost
16mm (rolls)	1095	2300	2,518,500	\$176,295.00
Fiche (books)	316	770	243,320	\$41,364.40
1999 roll film			342,500	\$23,975.00
CD's			338,000	\$10,140.00
<b>Estimated Project Total (1980 - 1999 Records)</b>				<b>\$251,774.40</b>

**Note: Estimates are based on information and or media samples provided by the County.**

**Actual charges will be based on the actual number of images converted.**

**2. Payment**

The provisions of the above identified license attachment provide for payment of services when invoiced.

**3. Delivery and Acceptance**

The above identified work product will be installed and operational within 30 days of the delivery of the OldBook Library™ module.

**Licensee:**


El Dorado County

  
 \_\_\_\_\_  
 Name and Title

5/23/08  
 (Date)

**Licensor:**

AtPac  
 10113 Alta Sierra Dr., Suite 102  
 Grass Valley, CA 95949

  
 \_\_\_\_\_  
 Kirk Weir, President

5/21/08  
 (Date)

**"EXHIBIT 4"**  
**AGREEMENT #061-S0311 AMENDMENT II**  
*CRiis*<sup>TM</sup> LICENSE AGREEMENT

This is an identified attachment to the *CRiis*<sup>TM</sup> License Agreement (License) by and between

Licensee:

El Dorado County  
Recorder-Clerk  
380 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-7505 / (530) 621-2147 (fax)

AND

Licensor:

*AlPac*  
10113 Alta Sierra Drive, Suite  
Grass Valley, California 95949  
Attention Kirk M. Weir  
(530) 272-0596  
(530) 272-0598 / Fax

**1. Term.**

No change in Contract term.

**2. Fees. Annual Fee(s).**

This item adds the OldBook Library<sup>TM</sup> module of *CRiis*<sup>TM</sup>. The License, Maintenance and other applicable fees shall be modified to include:

OldBook Library Module: Product or Service Description	Qty	Fee	Tax	Total
The OldBook <sup>TM</sup> Libray system allows the user to provide indexed access to film records that have been converted to images. The process is to convert and create indexes from the index book images. From this lookup feature the user can then request a specific book and page-referenced document. Year 1 License and Configuration Fee (includes Year 1 maintenance).	1	\$ 3,500.00	\$ 253.75	\$ 3,753.75
Training: Includes one day of onsite training, plus up to four (4) 1-hour web-based refresher sesions per year (at no additional fee)	1	\$ 500.00	\$ 36.25	\$ 536.25
Year 2 License	1	\$ 1,000.00	\$ 72.50	\$ 1,072.50
Year 2 Maintenance	1	\$ 500.00	\$ 36.25	\$ 536.25
<b>Total Cost: Year 1</b>				<b>\$ 4,290.00</b>
<b>Annual Cost: Year 2 (and beyond)</b>				<b>\$ 1,608.75</b>

3. Computer Serial Number & Identification.

*CRUs*<sup>™</sup> is licensed to run on the computer central processing unit(s) with a serial number(s) of

TBD

and is/are generally known as

Recorders System

The operating system(s) on the CPU(s) is/are

1. Windows

The number of available user ports/nodes on the CPU/Network is

16

4. Products and Services Functional Descriptions

For the below-identified modules *AtPac* provides the following services:

- Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- Dial-in modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- Electronic problem reporting shall be from the application software module *CRUs* CSR.
- Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and dial-in support to onsite support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- Revisions and Releases of *CRUs*<sup>™</sup> application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- Training shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRUs*<sup>™</sup> software modules, material and services included with this License:

OldBook Library<sup>™</sup> Module

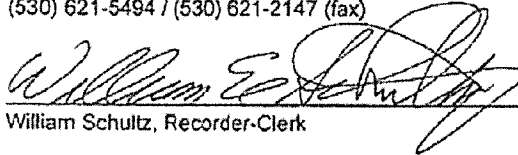
Continues

5. Executed.

This Attachment A to the *CRW*<sup>TM</sup> License Agreement is executed on \_\_\_\_\_ by  
the below named parties, in the Nevada County, California.

Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schulz  
(530) 621-5494 / (530) 621-2147 (fax)

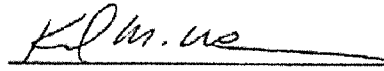
 5-23-08  
\_\_\_\_\_  
William Schultz, Recorder-Clerk Date

Approved:

\_\_\_\_\_  
Date

Licensor:

*AlPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(916) 272-0596  
(916) 272-0598 / Fax

 5/21/08  
\_\_\_\_\_  
Mr. Kirk M. Weir, as President Date

ORIGINAL

El Dorado County Recorder-Clerk  
CRiis™ LICENSE AGREEMENT

AGREEMENT #061-S0311  
AMENDMENT I

COPY

WHEREAS:

- A. The County of El Dorado and AtPac, ("the parties") entered into the CRiis™ License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part by reference hereof; and
- B. The parties desire to enter into this amendment to provide for a five-year extension to the Agreement; and
- C. The parties desire to amend the Agreement to provide for an upward adjustment in annual Cyberscience (CQCS) tool set fees while locking in said rates for a longer term; and
- D. The parties desire to amend the Agreement to provide for additional annual maintenance services.

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

- 1. Item 1, on Page 1 of Attachment A, marked "Term", shall be amended to state: The term of the License shall terminate on September 30, 2012, unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License term from year-to-year.
- 2. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", annual License fee for CQCS shall be amended to two thousand eight hundred twenty one dollars and eighty eight cents (\$2,821.88) as set forth in Table 1 below and incorporated herein (includes sales tax).
- 3. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", shall be amended to include annual fees of one thousand seventy five dollars (\$1,075.00) for Electronic Lien Module Maintenance as set forth in Table 1 below and incorporated herein by reference (price includes sales tax).

Table 1 - Summary Fee Schedule:

Software Product (Support)	Annual Maint. Cost	Sales Tax	Total
CRiis™ Site License	\$ 10,000.00	\$ 750.00	\$ 10,750.00
CQCS License Fee	\$ 2,625.00	\$ 196.88	\$ 2,821.88
E-Lien Annual Maintenance	\$ 1,000.00	\$ 75.00	\$ 1,075.00
<b>Total Annual License</b>			<b>\$ 14,646.88</b>

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

Requesting Contract Administrator:

By: William E. Schultz Dated: 9/14/07  
William E. Schultz, Recorder-Clerk

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #061-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 10/2/07  
By: [Signature]  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Marcie MacFarland 10/2/07  
Deputy Clerk

-- CONTRACTOR --

Dated: 9/18/07

ATPAC,  
A CALIFORNIA CORPORATION

By: [Signature]  
Kirk Weir  
President  
"Contractor"

By: [Signature]  
Corporate Secretary

Dated: 9-17-07



4-23 1 - 2

El Dorado County Recorder/Clerk  
CRiis™ LICENSE AGREEMENT

**ORIGINAL**

**AGREEMENT #061-S0311  
AMENDMENT III**

**WHEREAS:**

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

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

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

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

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

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

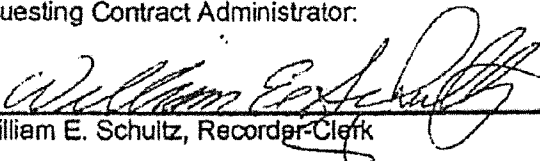
with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-Contractor(s) and employee(s) of any of these, except for the sole or active negligence of the County, its officers and employees,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

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

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

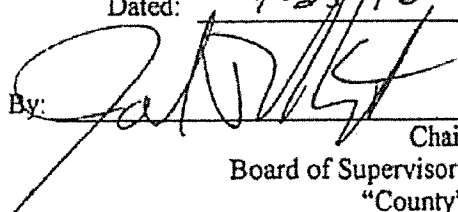
**Administrator:** The County Officer or employee with responsibility for administering this Agreement is William E. Schultz, Recorder-Clerk, Recorder Clerk Department, or successor.

Requesting Contract Administrator:

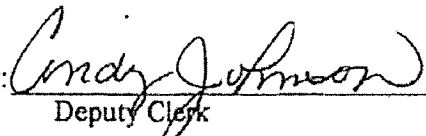
BY:  8/30/12  
William E. Schultz, Recorder-Clerk

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

El Dorado County Board Of Supervisors

Dated: 9-25-12  
By:  Chair  
Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 9-25-12

--CONTRACTOR--

AtPac  
A California Corporation

By: Ronda MacLom, CFO Dated: 9-4-2012  
Name  
Title  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**ATTACHMENT 1  
END USER LICENSE AGREEMENT**

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

County of El Dorado State of California

El Dorado County Recorder/Clerk

As  
Licensee  
And

AtPac  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
Attention Linda Maclam  
Telephone - (530) 887-2249  
Facsimile - (530) 887-2259

As  
Licensor

**RECITALS**

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

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

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

**AGREEMENT**

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

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

2. **License.**

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

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

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

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

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

### **3. Confidentiality.**

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

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

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

### **4. Reproduction.**

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

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

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

## **5. Term and Termination.**

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

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

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

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

## **6. Warranty.**

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

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

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

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

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

#### 7. Limitation of Liability.

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

#### 8. General.

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

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

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

AtPac – End User License Agreement

4

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

*[Signature page to follow]*

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

Licensors: AtPac

Linda Maclam

Name: Linda Maclam

Title: CFO

Dated: 9-4-2012

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

John R. Knight

Honorable

Chair, Board of Supervisors

Dated: 9/25/12

Attest: Terri Daly, Acting

Clerk of the Board of Supervisors

Dated: 9/25/12

by: Marcie MacFarland  
Deputy Clerk

**Exhibit A**

**END USER LICENSE AGREEMENT**

This is an identified exhibit to the End User License Agreement ("Agreement") by and between Licensee:

County Of El Dorado Recorder/Clerk, State of California

Licensor:

**AtPac**

13300 New Airport Road, Suite 101  
Auburn, CA 95602  
Attention Linda Maclam  
Telephone - (530) 887-2249  
Facsimile - (530) 887-2259

**1. Term.**

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

**2. Fees. Annual Fee(s).**

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

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

*44,300*

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

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

**Maintenance, Support, Service Fees.**

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

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

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

**Other Services, Materials.**

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

**3. Computer Serial Number & Identification.**

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

located at 360 Fair Lane Placerville CA

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

**4. Products & Services Functional Descriptions.**

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

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

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

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

**CRiis™ Software Modules and Services included with this License:**

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

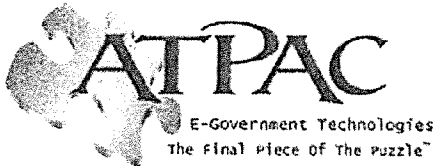
**Other Modules.**

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

**APPENDIX B**

**Asset Transfer and Assignment Agreement Verification**

Letter from Parties Certifying to the Assignment of the Agreement



13300 New Airport Road, Suite 101  
Auburn, CA 95602  
800-845-7518  
www.egovinc.com

March 10, 2017

El Dorado County  
Bill Schultz, Clerk/Recorder/Registrar  
360 Fair Lane  
Placerville, CA 95667

Subject: Notice of Sale of Company and Transfer of Service Agreement

Dear Bill,

This letter is to notify your department that AtPac has sold the corporation's assets and assigned all software licenses and service current agreements to SouthTech Systems, Inc. This sale and transfer was effective March 1, 2017.

We request your acknowledgement and approval for the transfer of your current agreement to SouthTech Systems. There is no change in pricing, scope of work, technical support and other services which AtPac provides to your department. The selection of SouthTech was made due to their extensive experience with California County Recorders, Clerks, Assessors, Clerks of the Board and Election Officials. The AtPac employees have been retained by SouthTech and procedures have been established for a smooth transition. SouthTech Systems has signed a new lease for our current AtPac office space and staff from both companies will provide services to our combined clients.

Enclosed is the request from SouthTech Systems to assign them a vendor number. All future invoices will come from SouthTech Systems. The company is owned by Jose Dominguez and Grant Gyulnazaryan. I am confident they will continue to serve your department in a highly effective manner and have software upgrades and conversion services for your future consideration that will enhance your systems capabilities, staff productivity and services to your customers.

AtPac has a long tradition of serving California County Clerks, Recorders and Assessors. It has been a pleasure to work with you. I am looking forward to my retirement and feeling very comfortable in the new joint team's abilities to continue to serve you in the future.

Sincerely,

A handwritten signature in black ink that reads 'Linda Maclam'. The signature is written in a cursive, flowing style.

Linda Maclam, Owner/CFO

Copy: Jose Dominguez, President SouthTech Systems

phone: (951) 354-6104 • fax: (951) 354-6107

web: [www.southtechsystems.com](http://www.southtechsystems.com)

4181 Flat Rock Drive, Suite 300  
Riverside, California 92505

March 10, 2017

El Dorado County  
Bill Schultz, Clerk/Recorder/Registrar  
360 Fair Lane  
Placerville, CA 95667

Subject: Notice of Purchase of AtPac and Request for Transfer of Service Agreement

Dear Bill:

This letter is to notify your department that SouthTech Systems has purchased AtPac corporation's assets including all software application source code, trademarks, equipment and rights to existing software licenses and service agreements. This sale and transfer was effective March 1, 2017.

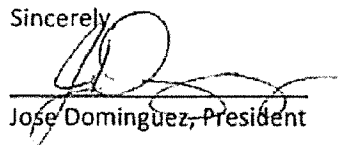
We request your acknowledgement and approval for the transfer of your current agreement to SouthTech Systems. There is no change in pricing, scope of work, technical support and other services which AtPac currently provides to your department. The AtPac employees have been retained by SouthTech and procedures have been established for a smooth transition. We have designated Frederick Garcia as our General Manager of the Northern California office. SouthTech Systems has signed a new lease for our current AtPac office space and staff from both companies will provide services to our combined clients.

SouthTech has extensive experience with California County Recorders, Clerks, Assessors, Clerks of the Board and Election Officials. We also have a large number of California Cities and State Agencies as clients. We have completed technical reviews of AtPac software products as part of the purchase process and feel confident we can continue to provide software support service with no disruptions.

Based on telephone calls to your office, we were informed that a three-party agreement was needed to transfer the AtPac service agreement to SouthTech Systems. We have provided a draft agreement provided for your review and approval. The agreement requires a date and vendor numbers be added. Please assign our company a vendor ID number and return the enclosed form. We have also enclosed SouthTech Certificate of Insurance and W-9 form. All future invoices for licenses and services will come from SouthTech Systems.

The SouthTech System owners and employees are very enthusiastic about assuming responsibility for your software and technical support. Please call me if you have any questions or need any additional information to complete the agreement transfer.

Sincerely,



Jose Dominguez, President



**ASSET TRANSFER AND CONTRACT ASSIGNMENT  
AGREEMENT**

**among**

**SouthTech Systems, Inc.,**

**AtPac, Inc.;**

**and**

**Linda Maclam**

**dated as of**

**March 1, 2017**

**ASSET TRANSFER AND CONTRACT ASSIGNMENT  
AGREEMENT**

This Asset Transfer and Contract Assignment Agreement (this "**Agreement**"), dated as of March 1, 2017, is entered into by and among SouthTech Systems, Inc., a California corporation ("**Buyer**"), AtPac, a California corporation (the "**Company**"), and Linda Maclam, an individual ("**Maclam**"). Collectively the Company and Maclam, are hereinafter sometimes referred to as the "**Sellers**".

**RECITALS:**

WHEREAS, the Company is engaged in the business of business of providing software solutions and services to state and local governments with a focus on preservation and automation of land records through its recording, indexing, cashiering, registration and archival software products (the "**Business**");

WHEREAS, Maclam owns ninety-nine (99%) percent of the shares of the capital stock Company;

WHEREAS, the Sellers wish to transfer certain assets of the Business listed on Schedule 2.01 hereto (the "**Transferred Assets**") and assign to Buyer all of the contracts of the Company listed on Schedule 2.01(a) hereto (the "**Assigned Contracts**"), and Buyer wishes to receive and acquire the Transferred Assets and assume from Sellers, all of the Assigned Contracts, of the Business, subject to the terms and conditions set forth herein;


NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of California.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement to be effective as of the date first above written.

**Buyer**

SouthTech Systems, Inc.

By   
Name: Jose Dominguez  
Title: President

**The Company**

AtPac., Inc.

By   
Name: Linda Maclam  
Title: CFO/CEO

## Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AtPac, Inc., a California corporation (the "**Company**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to SouthTech Systems, Inc., ("**Buyer**"), all of its right, title and interest in and to the Tangible Personal Property, as such term is defined in that certain Asset Transfer and Contract Assignment Agreement dated as of March 1, 2017 (the "**Agreement**"), by and between the Company, Buyer and the other parties thereto, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that the Company make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Agreement.

The Company for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, the Company will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, The Company has duly executed this Bill of Sale as of March 1, 2017.

AtPac, Inc.

By 

Name: Linda Maclam

Title: CFO/CEO