

87-10

LEVI, RAY & SHOUP, INC.

CPU AMENDMENT - III

This License Agreement between Levi, Ray & Shoup, Inc. (hereafter referred to as "Licensor"), an Illinois corporation, and the Customer identified below (hereafter referred to as "Licensee"), consists of this CPU Amendment - III, Standard License Agreement CA0304, and Licensor's General Terms and Conditions (Version-Form C1.0), as amended hereafter and Software License Agreement Additional Terms and Conditions (#C23-005) which are incorporated herein. In the event of a conflict, the order of precedence will be:

1. CPU Amendment - III
2. CPU Amendment a/k/a CPU Amendment - II executed on March 27, 2001
3. Standard License Agreement also identified as Amendment #1 - executed on
4. Software License Agreement Additional Terms and Conditions executed on incorporating the General Insurance Requirement (Exhibit A) and Standard License Agreements A,B & C
5. Licensor's General Terms and Conditions (Version-Form C1.0) as amended by Amendment #1

By its signature below, Licensee hereby acknowledges that it has changed its CPU configuration(s) as indicated herein and agrees to pay any Upgrade Fee(s) indicated below and any increase in maintenance due under the parties' license and/or maintenance agreement(s).

Old CPU

Software	Mfg.	Machine Type	Model #	Serial #	CPU Group
VPS®	IBM	7060	H30	71019	40
VPS/TCPIP	IBM	7060	H30	71019	40
VMCF/VTAM	IBM	7060	H30	71019	40
R/BROWSE	IBM	7060	H30	71019	40

New CPU

Software	Mfg.	Machine Type	Model #	Serial #	CPU Group	Upgrade Fee
VPS	IBM	2096	F01	630EE	50	\$4,596.00
VPS/TCPIP	IBM	2096	F01	630EE	50	\$2,915.00
VMCF/VTAM	IBM	2096	F01	630EE	50	\$1,148.00
R/BROWSE	IBM	2096	F01	630EE	50	\$1,140.00

The use of the software product(s) listed above, their documentation and any improvements, fixes, modifications, changes or new releases to the software products or documentation made available to the licensee pursuant to the license agreement or any agreement for maintenance and support of the software products regardless of the media or format in which they are delivered or made available shall be governed by the terms and conditions of the license agreement regarding usage of the software products.

Total Upgrade Fees: \$9,799.00 U.S.

Designated Computer Room Address:

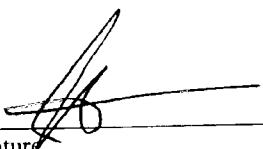
El Dorado County
Information Technologies
360 Fair Lane
Placerville, CA 95667 USA

Administrator: The County Officer or employee with responsibility for administering this agreement is Steve Featherston, Assistant Director, Information Technology, or successor.

The parties agree that a facsimile of this Amendment shall be deemed to be an authentic original and any signature hereon shall be deemed genuine.

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704



Signature

John Howerter

Print Name

Senior Vice President-Marketing

Title

4-24-07

Date

1-SH74R
EOM CA0304 020607

ACCEPTED BY LICENSEE:

El Dorado County
Information Technologies
360 Fair Lane
Placerville, CA 95667 USA

Signature

Print Name

Title

Date CA0304