

ORIGINAL

AGREEMENT FOR SERVICES #714-S0811 AMENDMENT III

This Amendment III to that Agreement for Services #714-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TracNet Corporation, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1277 Adobe Lane, Pacific Grove, CA 93950; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement for Services #714-S0811, dated March 25, 2008, and Amendment I dated February 24, 2009, and Amendment II dated November 2, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement, hereby adding **ARTICLE V: TracNet Software License Agreement A-2**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #714-S0811 shall be amended a third time as follows:

ARTICLE V

TracNet Software License Agreement A-2: The following is a description of (1) the Licensed Program to be added under this License Amendment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 09-24-96 #158-S9711 and renewed under new agreement #714-S0811 dated 3/25/08 and attached here in.

Additional Software Licensed Program Name Cost #Authorized Workstations

<i>Additional Software Licensed Program Name</i>		<i>Cost</i>	<i>#Authorized <u>Workstations</u></i>
Mobile CAD Interactive Update Feature License	Phase II		
1.	Upon EDSO approval of Design Specification	\$ 6,000.00	
2.	Upon Testing of agreed Feature Set	\$ 4,000.00	
3.	Upon Live Implementation of agreed Feature Set	\$ 3,500.00	
4.	Software maintenance		(included until 6/30/2012)

Scope of Phase II:

1. Allow MDC to view all or single District(s) while being assigned to a single district.
2. Implement additional ergonomic feature controls at top of screen to permit better access to new features.
3. Provide single action access to CFS of the Unit logged in to Mobile CAD
4. Enhance combination of Security Levels for User Messaging to provide more flexibility per user profile to control messaging flow between CAD and Mobile CAD users.
5. Provide feature for Mobile CAD to ADD Narrative into a CFS.
6. Provide feature for Mobile CAD Units to change their status from available to one of a controlled list of non-restricted status. No linking within assigned calls.

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Three" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96 #158-S9711 and renewed under agreement #714-S0811. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with this "Amendment Two" to agreement #714-S0811 continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

Except as herein amended, all other parts and sections of that Agreement #714-S0811 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5/16/11
Phil Dold
Technology Manager
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5/16/11
Rich Williams
Undersheriff

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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #714-S0811 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: _____

By: _____


Chairman
Board of Supervisors
"County"

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

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

TRACNET CORPORATION

By: 
Patrick N. Rolle, President
"Consultant"

Date: 5/22/2011

By: 
Corporate Secretary

Date: 5/22/2011

ORIGINAL
COPY

AGREEMENT FOR SERVICES #714-S0811
AMENDMENT II

This Amendment II to that Agreement for Services #714-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TracNet Corporation, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1277 Adobe Lane, Pacific Grove, CA 93950; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement for Services #714-S0811, dated March 25, 2008, and Amendment I dated February 24, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement, hereby adding **ARTICLE IV: TracNet Software License Agreement A-1**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #714-S0811 shall be amended a second time as follows:

ARTICLE IV

TracNet Software License Agreement A-1: The following is a description of (1) the Licensed Program to be added under this License Attachment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 09-24-96 #158-S9711 and renewed under new agreement #714-S0811 dated 3/25/08 and #714-S0811, Amendment I, which are attached here in.

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
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Mobile CAD Interactive Update Feature License		
1.	Upon EDSO approval of Design Specification	\$ 8,000.00
2.	Upon Testing of agreed Feature Set	\$ 12,000.00
3.	Upon Live Implementation of agreed Feature Set	\$ 5,000.00
4.	Software maintenance	(included until 6/30/2012)

Both parties acknowledge that they have read and understand and accept this attachment entitled "TracNet Software License Agreement A-1" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96 #158-S9711 and renewed under agreement #714-S0811. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with this "TracNet Software License Agreement A-1" to agreement #714-S0811 continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #714-S0811 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: 11/2/10

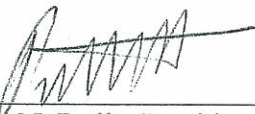
By: 
Chairman
Board of Supervisors
"County"

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

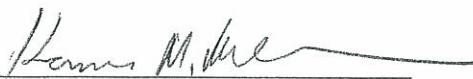
By:  Date: 11/2/10
Deputy Clerk

-- CONSULTANT --

TRACNET CORPORATION

By: 
Patrick N. Rolle, President
"Consultant"

Date: 9/22/10

By: 
Corporate Secretary

Date: 9/22/10

ORIGINAL

AGREEMENT FOR SERVICES #714-S0811 AMENDMENT I

This Amendment 1 to that Agreement for Services #714-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TracNet Corporation, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1277 Adobe Lane, Pacific Grove, CA 93950; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement for Services #714-S0811, dated March 25, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the term of said Agreement, hereby amending **ARTICLE II, Term**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #714-S0811 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of March 25, 2008 through June 30, 2012. Either County or Consultant may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If Consultant terminates this Agreement, it shall remit to County the remaining balance, if any, of the annual fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

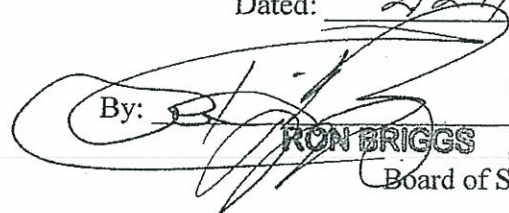
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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #714-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 2/24/09

By:  RON BRIGGS, Chairman
Board of Supervisors
"County"

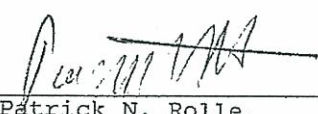
ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:  Marcie MacFarland Date: 2/24/09
Deputy Clerk

-- CONSULTANT --

Dated: 10/31/2008

TRACNET CORPORATION

By:  Patrick N. Rolle, President
"Consultant"

By: Kenneth D. Miller

Corporate Secretary

Dated: 10/31/2008

ORIGINAL

AGREEMENT FOR SERVICES # 714-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TracNet Corporation, a California corporation with its principal place of business at 1277 Adobe Lane, Pacific Grove, CA, 93950 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement #158-S9711, as subsequently amended (hereinafter "License Agreement"), for certain programs and services relating to automated criminal information and additional law enforcement/public safety operations and management; and

WHEREAS, in connection with and pursuant to the License Agreement, County and Consultant also executed a Software Maintenance Service Plan (hereinafter "Maintenance Agreement") with subsequent upgrades to the maintenance plan included in amendments to the License Agreement; and

WHEREAS, the Maintenance Agreement provides for annual renewal by payment of Consultant's current annual maintenance fee when paid prior to the expiration of the annual term; and

WHEREAS, although the current annual term under the Maintenance Agreement has expired, the County has determined that it continues to need the maintenance services provided by Consultant under the original Maintenance Agreement as subsequently upgraded; and

WHEREAS, Consultant desires to increase the annual support fees by five percent (5%) for the 2006-2007 year; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Incorporation of the Original Agreement: All provisions and attachments of the Maintenance Agreement, excluding only section 5 relating to Term and the annual fee and commencement date provisions on page 4, are incorporated herein and made by reference a part hereof and given full force and effect. In addition, all upgrades to the maintenance plan made by Amendments One through Six to the License Agreement are incorporated herein and made by reference a part hereof and given full force and effect.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall have a term of one year. This Agreement may be renewed on or before the 30th day prior to the end of the term by payment subject to acceptance by Consultant of Consultant's then current annual fee. Either County or Consultant may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If Consultant terminates this Agreement, it shall remit to County the remaining balance, if any, of the annual fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

ARTICLE III

Description of Licensed Programs included under Maintenance Agreement and annual fees:

The following is a description of (1) the licensed programs to be included under the TracNet Corporation Software Maintenance Service Plan and (2) the annual cost of the TracNet Corporation Software Maintenance Service Plan for identified Licensed Programs:

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Fiscal Year: 2007-2008

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	21,423.60
Computer Aided Dispatch	22,722.00
Jail Management	12,334.80
Mobile CAD	5,193.60
Cellular E-91 I Mapping	9,629.00

Total Maintenance Service Plan Cost 2007-2008
\$71,303.00

Fiscal Year: 2008-2009

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	23,565.96
Computer Aided Dispatch	24,994.20
Jail Management	13,568.28
Jail Biometric ID System	2,200.00
Mobile CAD	5,712.96
Comm. Van Cad	3,465.00
Cellular E-91 I Mapping	10,591.90
Interfaces (Web, CAD, DOJ)	2,200.00

Total Maintenance Service Plan Cost 2008-2009
\$86,298.30

Fiscal Year: 2009-2010

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	25,922.56
Computer Aided Dispatch	27,493.62
Jail Management	14,925.11
Jail Biometric ID System	2,420.00
Mobile CAD	6,284.25
Comm. Van Cad	3,811.50
Cellular E-91 I Mapping	11,651.09
Interfaces (Web, CAD, DOJ)	2,420.00

Total Maintenance Service Plan Cost 2009-2010
\$94,928.13

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Fiscal Year: 2010-2011

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	28,514.81
Computer Aided Dispatch	30,242.98
Jail Management	16,417.62
Jail Biometric ID System	2,662.00
Mobile CAD	6,912.68
Comm. Van Cad	4,192.65
Cellular E-91 I Mapping	12,816.20
<u>Interfaces (Web, CAD, DOJ)</u>	<u>2,662.00</u>

Total Maintenance Service Plan Cost 2010-2011
\$104,420.90

Fiscal Year: 2011-2012

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	31,366.29
Computer Aided Dispatch	33,267.28
Jail Management	18,059.38
Jail Biometric ID System	2,928.20
Mobile CAD	7,603.95
Comm. Van Cad	4,611.92
Cellular E-91 I Mapping	14,097.82
<u>Interfaces (Web, CAD, DOJ)</u>	<u>2,928.20</u>

Total Maintenance Service Plan Cost 2011-2012
\$114,862.04

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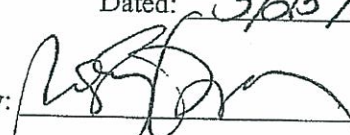
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #079-S0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 3/25/08

By: 
RUSTY DUPRAY Chairman
Board of Supervisors
"County"


ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: 
Deputy Clerk Date: 3/25/08

-- CONTRACTOR --

Dated: 2/6/08

TRACNET CORPORATION

By: 
President
"Contractor"

By: Kenneth M. Pelt
Corporate Secretary

Dated: 2/6/08

AMMEDMENT "SIX" to TracNet Software License Agreement

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

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Cellular E-911 "Format 4" w/ Integrated Mapping Licenses, Installation, Configuration and Project Management Services	\$ 87,000.00	6

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Attachment E" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachments, Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Six" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

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

ACCEPTED BY:

LICENSEE: El Dorado County
By: Charlie Dama
Title: CHAIRMAN BOS
Date: 8/23/05
Address: 350 Fair Lane
Placerville, CA 95667

ACCEPTED BY:

LICENSOR: TracNet Corporation
By: [Signature]
Title: President
Date: 8/23/05
Address: 1277 Adobe Lane
Pacific Grove, CA 93950

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: [Signature]
DEPUTY 8/23/05

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"AMENDMENT FIVE"
to
TracNet Software License Agreement

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

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Homeland Security Intelligence Database System For The Office License		\$ 20,000.00
Upgrade to Annual Maintenance Service Plan Covering Homeland Security Intelligence Database System/ For The Office Maintenance		\$ 4,800.00

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Five" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Five" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

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

ACCEPTED BY:

LICENSEE: EL DORADO COUNTY
By: Charles Raine
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: 12/14/05

Address: 330 FAIR LANE
PLACERVILLE, CA 95667

ACCEPTED BY:

LICENSOR: TracNet Corporation
By: [Signature]
Title: [Signature]
Date: 12/14/05

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

"AMENDMENT FOUR"
 to
TracNet Software License Agreement

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

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Communication Van CAD	\$ 19,926.00	4
Homeland Security Intelligence FI Component Upgrade to Annual Maintenance Service Plan	\$ 8,500.00	
Covering Communication Van CAD	\$ 3,000.00	N/A

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Four" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Four" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

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

ACCEPTED BY:

ACCEPTED BY:

LICENSEE: El Dorado County
 By: Helen K. Baimann
 Title: HELEN K. BAIMANN
 Date: July 1, 2003

LICENSOR: TracNet Corporation
 By: [Signature]
 Title: President
 Date: 3/6/03

Address: _____

Address: 1277 Adobe Lane
 Pacific Grove, CA 93950

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

030403

By: Margaret A. Moody
 DEPUTY 7/1/03

"AMENDMENT THREE" to TracNet Software License Agreement

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

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Wireless CAD Status Screen & Server Code	\$ 40,000.00	40
Upgrade to Annual Maintenance Service Plan Covering Wireless TracNet Applications	\$ 4,800.00	N/A

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Three" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Three" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

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

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

ACCEPTED BY:

LICENSEE: EL DORADO COUNTY

By: [Signature]

Title: DAVID A. SOLARO, Chair

Date: June 11, 2002

Address: _____

ACCEPTED BY:

LICENSOR: TracNet Corporation

By: [Signature]

Title: Principal

Date: 5/16/02

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

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

042602

By: [Signature]

"AMENDMENT TWO"
to
TracNet Software License Agreement

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

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
1. Upgrade Proposal per attached Proposal including: Modify Pre-Booking Component Develop EDSO Approved Pre-Booking printed form Booking Imaging Component Booking Live Scan Integration Pre-Booking/Imaging Integration into "FTO"	\$ 65,000.00	Existing
2. Jail Management Package Phase 1 per Proposal	\$ 75,000.00	
3. Jail Management Package Phase 2 per Proposal	\$ 25,000.00	
4. Upgraded Maintenance Service Plan Covering Booking Images, Livescan Integration, Laptop Images, Booking Integration into Laptop and related enhancement products	\$ 11,400.00	N/A
Five days per year on-site Training Consecutive days on a mutually agreed date	\$ 1,000.00/day	N/A

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

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

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

ACCEPTED BY:

LICENSEE: Cl. Dorado County
By: Penny Humphreys
Title: PENNY HUMPHREYS, Chair
Date: June 26, 2001

Address: _____

ACCEPTED BY:

LICENSOR: TracNet Corporation
By: [Signature]
Title: [Signature]
Date: JULY 26, 2001

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

050101

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

By Margaret E. Moody
DEPUTY
6-26-01

AMENDMENT ONE
to
TracNet Software License Agreement

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

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

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

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

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

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

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

ACCEPTED BY:

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

Address: Board of Supervisors
330 Fair Lane
Placerville CA 95667

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

By: Lillian C. Harrell
DEPUTY

ACCEPTED BY:

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

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

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

TracNet Corporation
Software Product License Agreement

This is a Software Product License Agreement between TracNet Corporation, a California corporation with its principal place of business at 405 Asilomar Blvd., Pacific Grove, CA. 93950 (called "LICENSOR") and EL DORADO COUNTY, with a business address of 300 Fair Lane Placerville, CA (called "LICENSEE").

1. DEFINITIONS OF TERMS USED

1.1 "Computer System" is the specific combination of a computer central processing unit (or units), computer terminals, and other related devices listed in Exhibit A to this License in the configuration described. LICENSEE is only licensed to use this Licensed Program on that system. Use on any other system or configuration requires a supplementary license.

1.2 "Licensed Program" is the set of copyrighted, computer programs listed in Exhibit A and any additions or enhancements to the programs that LICENSOR may provide from time to time regardless of the form in which LICENSEE may subsequently use them.

1.3 "Documentation" means LICENSOR's Licensed Program manual and any written or printed technical material provided by LICENSOR with the Licensed Program to explain the operation of the Licensed Program and aid in its use.

1.4 "License" means this License Agreement and the rights and obligations which it creates under the United States Copyright law and other applicable state or federal law.

1.5 "Derivative" means any computer software program which may be developed containing any part of the Licensed Program, regardless of the form of the resulting code, the media it is carried on, or its intended use.

1.6 "Trade Secret" means the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions which together constitute the Licensed Program.

2. GRANT OF LICENSE AND LICENSEE'S AGREEMENTS

2.1 In consideration of LICENSEE's payment of the license fee stated on Exhibit A of this License and of LICENSEE's agreement to abide by the terms and conditions of this License, LICENSOR grants LICENSEE a nonexclusive nontransferable right to use and display the Licensed Program on the computer system identified in Exhibit A, so long as LICENSEE complies with the terms of this License. LICENSOR reserves all rights not expressly granted to LICENSEE.

2.2 LICENSEE agrees to pay LICENSOR the additional license fees due if LICENSEE uses the Licensed Program on any additional computer systems. Such additional license fees shall be

due and payable within thirty (30) days of the commencement of LICENSEE's use of the Licensed Program on any additional computer systems.

2.3 LICENSEE agrees to take reasonable steps to protect the Licensed Program from theft or from use by others contrary to the terms of this License. Only those persons in LICENSEE's organization having a need to use the Licensed Program in the normal course of their employment are authorized to use the Licensed Program. LICENSEE agrees to take reasonable steps not to disclose or use any Trade Secrets which are provided to LICENSEE except in accordance with the terms of this License. In addition, LICENSEE agrees not to disassemble, decompile or otherwise reverse engineer the Licensed Program. LICENSEE agrees to notify LICENSOR of any misuse and assist in ensuring provisions of this agreement are not violated.

2.4 LICENSEE agrees either to destroy (with written notification to LICENSOR) or return, at the option of LICENSEE, the original and all existing copies of the Licensed Program and Documentation within fifteen (15) days after the effective date of any termination.

3. OWNERSHIP OF LICENSED PROGRAM

LICENSEE may be deemed to own the magnetic or other physical media on which the Licensed Program is originally or subsequently recorded or fixed, but an express condition of this License is that copyright owner shall retain ownership of all copies of the Licensed Program recorded on any media. This License is not a sale of the Licensed Program data content recorded on the copies delivered to LICENSEE or any subsequent copy.

4. POSSESSION AND COPYING OF THE LICENSED PROGRAM -

LICENSEE agrees to make no more than three (3) copies of the Licensed Program for archival or backup purposes only, all of which copies (together with the original) shall be kept in the possession or direct control of LICENSEE. LICENSEE shall label each backup copy of the Licensed Program with the serial number, program name, version number and the copyright notice, in the same form as they appear on the original licensed copy. In addition, LICENSEE shall maintain a record of the location of all such copies and shall make such records available to LICENSOR upon request. LICENSEE shall erase or otherwise destroy any copy of the Licensed Program contained on any media before the media is reused or discarded.

5. TRANSFER OR REPRODUCTION OF LICENSED PROGRAM

5.1 LICENSEE is NOT licensed to reproduce the Licensed Program except to the extent necessary to use it as authorized by this License Agreement. LICENSEE may not rent, lease, transfer, network, or distribute the Licensed Program to another agency, except as specifically provided in this agreement.

5.2 The Licensed Program may only be used on the Computer System(s) listed on "Exhibit A" and any subsequent amendments thereto.

6. DERIVATIVES OR MODIFICATIONS TO THE LICENSED PROGRAM

LICENSEE is prohibited from making any modifications to the Licensed Program and from creating any Derivative of the Licensed Program except as described herein.

7. EVALUATION PERIOD

The Licensed Program will be provided to LICENSEE for a sixty (60) day review and evaluation period to commence upon successful installation of the Licensed Program on four laptop computers, four desk top computers, the host system (AS400 computer), and completion of System Administrator Training. This evaluation period is provided in place of any representations or warranties, except as described in Section 8. If LICENSEE, in its sole discretion, determines that the Licensed Program is useable for LICENSEE's intended purposes in its existing condition, LICENSEE may retain the Licensed Program and use it subject to the terms and conditions of this Agreement. If LICENSEE has any reservations, problems, or concerns about the Licensed Program during the evaluation period, LICENSEE may return the original copy to LICENSOR, together with LICENSEE's written certification that it has destroyed all copies of the Licensed Program, and receive full refund of the license fee, less a \$400 charge to cover the costs of preparation and processing, within thirty (30) days after software and certification of non acceptance are delivered to LICENSOR. LICENSEE understands and agrees that the evaluation period is provided for LICENSEE to evaluate the fitness for purpose. Costs associated with installation and training, agency customization and modification, and data conversion are not refundable. Any costs incurred by LICENSEE, including but not limited to, hardware, operating software, communications connections, other third party software, and any other costs associated with operating the software programs during the evaluation period are the LICENSEE's responsibility and not reimbursable by LICENSOR.

8. LIMITED WARRANTY

TracNet warrants the version of software which is initially delivered is sufficient to operate as described in the written Proposal, Software Product License Agreement and Maintenance Service Plan, if applicable, and to be free of software "bugs" for a period of 60 days from the date of software installation for the Evaluation Period on the Licensee's CPU. To evoke this warranty, the LICENSEE must, within the warranty period, notify TracNet in writing of the problems encountered. TracNet will, within a reasonable time after notification by the LICENSEE, affect change in the software. The sole remedy for LICENSEE, should LICENSEE determine the software is not sufficient to operate as described in the written proposal or a "bug" is not fixed in LICENSEE's opinion, is to return the software to TracNet under the terms and conditions of the Evaluation Period as stipulated in Section 7. In case of any conflict between this Agreement and this Section and any other contract document or contract section, this Agreement and Section shall take precedence. In no event will Licensor be liable for any damages caused by Licensee's failure to perform their responsibilities. In no case shall LICENSOR's liability exceed the license fees paid for the right to use the Licensed Program.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHETHER ORAL OR IMPLIED. THE AGENTS AND EMPLOYEES OF TracNet ARE NOT AUTHORIZED TO WARRANT THE SOFTWARE AND TECHNICAL INFORMATION LICENSED HEREWITH. ACCORDINGLY, ANY SUCH STATEMENTS WHETHER ORAL OR WRITTEN SHOULD NOT BE RELIED UPON. THIS WARRANTY IS NULL AND VOID IF THE VERSION OF THE CODE HAS BEEN MODIFIED BY THE LICENSEE OR ANY OF HIS AGENTS IN ANY MANNER FROM ITS ORIGINAL CONTENT, OR, IF ANY HARDWARE OR THIRD PARTY SOFTWARE OTHER THAN RECOMMENDED AND APPROVED IN WRITING BY TracNet ARE USED IN CONJUNCTION WITH THE LICENSED SOFTWARE.

9. FITNESS FOR PURPOSE AND SOFTWARE PERFORMANCE

LICENSEE agrees to assume the entire responsibility for the evaluation of the Licensed Program and LICENSEE's determination that the Licensed Program is suited to LICENSEE's needs and performs to LICENSEE's satisfaction. LICENSOR MAKES NO WARRANTIES, (OTHER THAN STATED IN SECTION 8 - LIMITED WARRANTY) EITHER EXPRESS OR IMPLIED, WITH RESPECT TO LICENSED SOFTWARE, IT MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. The entire risk as to quality and performance of Licensed Software is with LICENSEE, and LICENSEE assumes the cost of any and all incidental or consequential damages. LICENSEE assumes the entire cost of all necessary servicing, repairs or corrections, except as provided under Section 8 - Limited Warranty, or as may be covered in a separate Maintenance Service Plan, if purchased.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

In no event will LICENSOR be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the use or performance of the Licensed Software Programs, whether or not its use is under this Software License. LICENSEE forever discharges and releases LICENSOR, its successors and assigns from any losses that may result from its use. Except as provided under Section 8 - Limited Warranty - during the 60 day evaluation period, LICENSEE forever discharges and releases LICENSOR, its successors and assigns from any obligation or responsibility to correct problems or errors in the Licensed Program, except as may be provided for under the Maintenance Service Plan. In no case shall LICENSOR's liability exceed the license fees paid for the right to use the Licensed Program.

LICENSEE shall defend, indemnify and hold TracNet Corporation harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, 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 LICENSEE'S use or non-use of Licensed Software Programs or any derivative under this agreement, regardless of the existence or degree of fault or negligence on the part of TracNet, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TracNet Corporation, its officers and employees.

11. MAINTENANCE AND SUPPORT OF THE LICENSED PROGRAM.

Should LICENSEE desire any maintenance, support, or modifications to the Licensed Program, LICENSEE may request such services from LICENSOR, and LICENSOR may, but need not, provide the requested services. Any such services will be provided at LICENSOR's then prevailing rates, currently \$125.00 per hour, for the desired services or as otherwise agreed in writing between the parties. Any additions or modifications to the Licensed Program that may be provided by LICENSOR to LICENSEE shall be subject to the same terms, conditions and restrictions as the original copy of the Licensed Program delivered under this Agreement.

12. TERM AND TERMINATION.

12.1 This License shall last as long as LICENSEE continues to use the Licensed Program.

12.2 LICENSOR, its successors, or assigns may terminate this License Agreement on thirty (30) day's written notice should LICENSEE violate any of the provisions of this License and fail to cure them. Prior to issuance of the termination notice, Licensor shall provide ten (10) days written notice of intent to terminate, enumerating the reasons for termination. LICENSEE shall have sixty (60) days to cure the enumerated violations. Such termination shall be effective upon receipt by LICENSEE of a final notice of termination following the expiration of the cure period.

12.3 LICENSEE may terminate this License Agreement at any time for its convenience by giving thirty (30) days written notice of termination to LICENSOR, its successors, or assigns and destroying (with written certification of destruction) or returning all copies of the Licensed Program and Documentation.

12.4 The parties to this agreement recognize and acknowledge that LICENSEE, El Dorado 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 provisions 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 subject herein. 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 canceled in its entirety subject to payment for services performed prior to cancellation.

13. TAXES

LICENSEE shall pay all taxes relating to the transfer of Licensed Program from LICENSOR to LICENSEE. The prices stated in Exhibit A are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs now or hereinafter imposed on the

licensing, production, storage, sale, transportation, import, export or use of the Licensed Program. Such charges shall be paid by LICENSEE, or in lieu thereof, LICENSEE shall provide an exemption certificate acceptable to LICENSOR and the applicable taxing authority. Should an audit of either party by governmental authorities result in a claim that any such charges are due, LICENSEE shall pay such charges, together with interest, penalties and other costs, on demand by LICENSOR.

14. BINDING ARBITRATION

14.1 Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, a Preliminary Injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), any controversy or claim arising out of, relating to, or connected with this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Rules of the California Arbitration Act, California Code of Civil Procedure section 1280 et seq..

14.2 Demand for Arbitration

If a dispute arises under this agreement, either party may demand arbitration by filing a written demand with the other party within 60 days after occurrence of the dispute.

14.3 Appointment of Arbitrator

The parties agree that one arbitrator will be appointed to hear a dispute. The arbitrator shall be selected by both parties from a list of at least five neutral arbitrators provided by the American Arbitration Association, and deemed to be qualified by American Arbitration Association to hear the matter in dispute. Alternatively, the parties may agree to any arbitrator by mutual consent. Should the parties fail to agree to the selection of an arbitrator, the arbitrator shall be appointed by the Court from the list of qualified arbitrators provided by the American Arbitration Association or as agreed to by the parties.

14.4 Arbitration

The arbitrator shall have jurisdiction to grant any relief a court would have authority to provide with the exception of punitive damages.

14.5 Mediation

The parties agree to submit all disputes to pre-arbitration mediation. A mediator will be appointed by the court or alternatively, as agreed to by the parties.

14.6 Discovery

The parties will also be entitled to conduct discovery prior to commencement of arbitration.

14.7 Costs of Arbitration

The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator determines.

15. GENERAL PROVISIONS

15.1 This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The place of making and the place of performance for all purposes shall be Pacific Grove, California, regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Municipal or Superior Courts for the County of Sacramento, California or the United States District Court for the Sacramento, District of California. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this Agreement that is not covered by the Arbitration provision.

15.2 This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. LICENSEE acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

15.3 Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by prepaid, registered air mail, or by courier, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given on the earlier of the date of actual delivery or five (5) days after deposit in the mail.

15.4 Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

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

15.6 Paragraph headings are for convenience only and shall not be considered in the interpretation of this Agreement.

15.7 LICENSOR and LICENSEE are not representatives or agents of the other and neither party shall have any power to assume any obligations on behalf of the other.

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

15.9 All the referenced Exhibits are included by reference in this Agreement.

15.10 The County's contract administrator shall be the Sheriff's Manager of Administration and Finance.

"EXHIBIT A"

The following is a description of (1) the Licensed Program to be provided under this License, (2) the configuration of the Computer System the Licensed Program may be used on, (3) the maintenance period to be provided, (4) the cost of the Licensed Program License and initial maintenance, and (5) the delivery and training schedule for the Licensed Program and Documentation. The rights and obligations of the parties to this License agreement are governed by the terms of the attached Software Product License Agreement.

1. Licensed Program Name and Version:

- a. Name: Automated Criminal Information System - AS/400
A.C.I.S. For The Office
A.C.I.S. On The Road
A.C.I.S. Evidence Barcode Component

b. Version Number: 2.00

2. Computer System Configuration:

- a. Installed Host CPU Make and Model - IBM AS/400 Model 9402-200
- b. Host Operating System(s) - Operating System/400
- c. Workstation Operating System(s) - Windows 95
- d. Number of attached Workstations - 31
- e. Laptop Operating System(s) - Windows 95
- f. Number of Laptops - 101
- g. Number of Laptop Controllers - 2
- h. Other system devices -

(Licensee to provide the Make, Model, Serial Numbers and locations of devices on separate attachment within 30 days of device installation and/or change.)

3. Maintenance Period:

Maintenance will be provided during the evaluation period. Maintenance will be provided after the conclusion of the evaluation period commencing on the date and at the price stipulated in the terms and conditions of the Maintenance Service Plan for the Licensed Program installed on the Computer System. Additional services may be purchased from LICENSOR at LICENSOR's then prevailing service rates.

EXHIBIT "A" - Page 2

4. Cost of License:

The price of this Licensed Program license is \$ 85,000.00 (Eighty Five Thousand Dollars). Transfer of the Licensed Program to another Computer System will require the payment of additional fees.

The price for the conversion of existing El Dorado County data alpha information is \$5,000.00 (Five Thousand Dollars).

The price for integration of the Evidence Bar Code system is \$5,000.00 (Five Thousand Dollars).

The price for training is \$5,000.00 (Five Thousand Dollars) for five days.

5. Licensed Program Delivery schedule:

See attached Program Delivery Schedule

6. Training Schedule:

5 Training Days provided with a mutually agreeable schedule to be developed.

ACCEPTED BY:

LICENSEE

By: 

Title: **RAYMOND J. NUTTING**

Date: 9/24/96 CHAIRMAN

ACCEPTED BY:

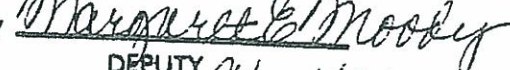
LICENSOR

By: 

Title: **PRESIDENT - PATRICK M. ROLLÉ**

Date: 9/14/96

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

By: 
DEPUTY 9/24/96

Delivery Schedule

<i>Day</i>	<i>Milestone/Event</i>
1	Contract Signing
14	Installation of A.C.I.S. software on host AS/400 computer
21	Installation of A.C.I.S. For The Office software on P.C.'s connected to host
21	Training as per Training Schedule begins
28	Installation of A.C.I.S. On The Road software on Laptop Computers (60 day Evaluation Period Commences)
35	Installation of converted alpha data into A.C.I.S. system on AS/400 host computer
88	(60 day Evaluation Period Concludes)
88	(Maintenance Service Plan Commences)
TBD	Barcode Component Delivery to be determined depending on El Dorado Co. Specs.

Training Schedule

The training schedule will include five days of on-site training in a "Training the Trainers" approach. The actual schedule will be developed by the "Training Team" consisting of El Dorado County designated "Trainers" to be trained and the TracNet trainers designated to train the trainers. The five days may be 5 consecutive days or grouped into two separate multi-day sessions at the discretion of the Training Team. Additional days may be obtained, if desired by El Dorado County, at the cost of \$1,000 per day.

Supplemental Agreement

El Dorado County and TracNet Corporation

Source Code

TracNet understands that El Dorado County desires to maintain a copy of the A.C.I.S. source code to ensure availability of source code should TracNet, its' successors or assignees, cease business operations and cease supporting the A.C.I.S. System.

TracNet agrees to provide El Dorado County with a copy of the Source Code with the following understanding and agreement:

1. El Dorado County will hold the Source Code within El Dorado County, in El Dorado County facilities, in a locked safe or other locked area secured from theft or loss of the tape(s) containing the source code.
2. The Tapes will be stored in a container with a seal placed by TracNet and the Source Code Tape is not to have the seal broken or be opened or installed on any machine except upon dissolution of TracNet Corporation and non-support of the A.C.I.S. System.
3. The Source Code Tape provided is the basic source for the programs and will not reflect the customization the agency has requested, and therefore, it is understood that any attempt to install the Source Code and compile programs will result in A.C.I.S. system failures unless a competent programmer understands the implications of what he/she is doing.
4. The Source Code Tape may be returned to TracNet, not to exceed two times per year, or upon El Dorado County's request after a major upgrade, in the container with the seal unbroken, at which time any updated version will be returned for safe holding.
5. The Source Code will be returned, unopened, to TracNet Corporation upon termination of the Maintenance Service Plan, at which time that specific copy of the Source Code will, at TracNet's option, be placed in a similar arrangement with an escrow holding company or an existing A.C.I.S. user who is currently on the Maintenance Service Plan, to be held and not released except upon the events stipulated in Section 2 above.
6. If the Source Code Tape seal is broken or any attempt is made to install all or part of the Source Code on the El Dorado County machine, support of the A.C.I.S. system may be terminated at the option of TracNet.
7. It is understood that the Licensed Software Source Code is and contains proprietary information and trade secrets of TracNet Corporation and is protected by Copyrights owned by TracNet. Any transfer or disclosure of the Licensed Software Source Code, or other protected materials, will substantially reduce TracNet's value in Licensed Software and trade secrets. Any unauthorized disclosure of the source code, either in magnetic media or printed form, will be a breach of this agreement. Any breach of this agreement requiring TracNet to engage in any proceedings, legal or otherwise, to enforce its right's or protect it's interests shall entitle TracNet

to equitable relief in addition to monetary damages for other sums due, reasonable attorney fees, costs and necessary disbursements involved in the proceedings.

8. Nothing in this agreement shall be construed as transferring or creating any interest by Licensee in any title, interest, ownership or right to Licensed Software.

LICENSOR and LICENSEE hereby execute this Supplemental Agreement in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

ACCEPTED BY:

LICENSEE: EL DORADO COUNTY

LICENSOR: TracNet Corporation

By: Raymond J. Nutting
Title: **RAYMOND J. NUTTING**
Date: 9/24/96 CHAIRMAN

By: Patrice N. Rolle
Title: PRESIDENT - PATRICE N. ROLLE
Date: 9/14/96

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

By: Margaret E. Moody
DEPUTY
9/24/96

the user of the system to work around the flaw by modifying procedures so as not to cause undesirable system responses. Revisions to procedures offered in instructional literature may also be made in order to avoid undesirable system responses.

2.5. Upgrades

This service entitles the Licensee, at no additional charge, to ACIS upgrades if TracNet makes any upgrade function licensed to Licensee by TracNet. It does not include the addition of functions or components not originally or subsequently licensed. Documentation for instruction in the use and application of the upgrade, if available, is also included. Instructional aid in the application and use of upgrades by telephone is available to Licensee Contact(s) named below.

2.6. Charges for Media

TracNet reserves the right to charge a reasonable amount for removable media delivered hereunder whenever an exchange of media is not feasible.

2.7. Hardware Service Not Covered; Certain Required Hardware

This subscription service agreement is for TracNet software only. It does not include hardware service, operating system software or other third party software support, all of which Licensee should obtain for a vendor qualified to support the computer(s) operating the ACIS software program.

3. LICENSEE OBLIGATIONS

- 3.1. Licensee will designate contact(s) to coordinate all of Licensee's service requirements and will identify such person(s) below or promptly notify TracNet of the identity and telephone number of such person(s).
- 3.2. Licensee will provide a host communication port and connect a modem with a minimum effective baud rate of 9600 bps to a telephone line in order to allow TracNet to make telephonic service available.

4. INDEMNIFICATION

LICENSEE shall defend, indemnify and hold TracNet Corporation harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, 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 services provided under this agreement, regardless of the existence or degree of fault or negligence on the part of TracNet, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TracNet Corporation, its officers and employees. This indemnification will survive the termination of this agreement.

In no event will LICENSOR be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the this Maintenance Service Plan. In no case shall LICENSOR's liability under this agreement exceed the cost of 6 months payments of the Maintenance Service Plan.

5. TERM

This Maintenance Service Plan shall commence the day following the expiration of the 60 day evaluation period as defined in Section 7 of the Software License Agreement, and have a term of one year from the Commencement Date. The agreement may be renewed on or before the 30th day prior to the end of the term by payment (subject to acceptance by TracNet) of TracNet's then current Annual Fee. Either TracNet or Licensee may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If TracNet terminates this Agreement, it shall remit to Licensee the remaining balance, if any, of the Annual Fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

6. LIMITATION ON TRACNET OBLIGATIONS

Any modification of ACIS or any failure of Licensee to implement any improvement upgrade, revision or other changes to ACIS supplied by TracNet shall void the obligation of TracNet under this Agreement unless Licensee has obtained prior written authorization from TracNet permitting such modification or failure to implement. The maintenance service provided for in the Agreement does not extend to assistance required because of failure of Licensee to maintain the hardware system in proper order or from natural disasters, unusual shock or electrical damage. In no event shall TracNet be liable for any incidental or consequential damages. EXCEPT AS STATED HEREIN THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THIS AGREEMENT. Nothing contained in this Agreement gives the Licensee any rights with respect to new or different computer programs published or marketed by TracNet.

7. MISCELLANEOUS

- 7.1. Any Notices provided for under this Agreement shall be given by hand delivery or first-class mail, registered or certified to the addresses set forth below.
- 7.2. This Agreement supersedes all prior agreements, negotiations, communications, and understanding of whatever types, whether written or oral, and constitutes the entire agreements between parties on the subject of this Agreement. This Agreement may be altered or amended only in writing signed by both parties.
- 7.3. This Agreement may not be assigned in whole or in part without the consent of both parties, except in the events of a merger, acquisition, sale of substantially all assets or similar transaction.
- 7.4. This Agreement shall be governed and construed in accordance with the laws of the State of California as that law is construed and applied between residents of that State.

Annual Fee: \$ 19,800.00 Monthly Payment: \$ 1,650.00

Commencement Date: Upon expiration of Evaluation Period

Licensee Contact(s): _____

ACCEPTED BY THE LICENSEE

ACCEPTED BY TRACNET, INC.

Agency Name: EL DORADO COUNTY

TracNet Corporation

Address: 330 FAIR LANE
PLACERVILLE, CA 95667

405 Asilomar Blvd.

City/State: _____

Pacific Grove, California 93950

Signature: [Signature]

Signature: [Signature]

Name (Type or Print) RAYMOND J. NUTTING

Name (Type or Print) PATRICK M. ROLLE

Title: CHAIRMAN

Title: PRESIDENT

Date: 9/24/96

Date: 9/14/96

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

[Signature]
DEPUTY
9/24/96