

Sirron Software Corporation
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT
(the "Agreement")

THIS AGREEMENT is made and entered into by and between:

SIRON SOFTWARE CORPORATION

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

and the

COUNTY OF EL DORADO

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

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

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

BCC APPROVED 6/15/99 #12

I Index of Sections:

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

II Definitions:

A. Application Software (also referred to as Software)

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

B. Documentation

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

C. Scope of Contract

This contract represents the complete understanding between the parties.

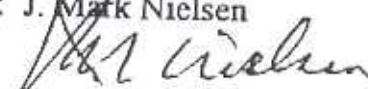
D. Software License Fees

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

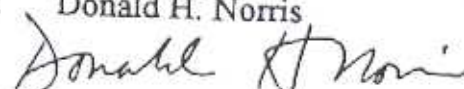
E. Services Maintenance Fees

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

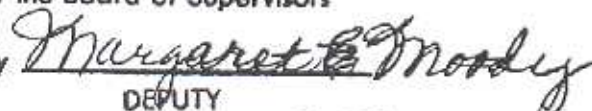
Dated: 6-15-99
LICENSEE: El Dorado County
By: J. Mark Nielsen


Chair, El Dorado County
Board of Supervisors

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


Its: President

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

By: 
DEPUTY
6-15-99

APPENDIX A

1. SCOPE OF CONTRACT

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

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

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

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

2. TERM OF AGREEMENT

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

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

3. IMPLEMENTATION PLAN

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

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

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

4. REFERENCE MANUALS

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

5. INSTALLATION AND TRAINING APPLICATION SOFTWARE

SSC shall provide installation and training assistance as described below:

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

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

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

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

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

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

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

6. APPLICATION SOFTWARE TRAINING

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

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

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

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

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

7. ACCEPTANCE APPLICATION SOFTWARE

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

8. ACCEPTANCE CRITERIA:

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

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

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

9. DELIVERY FAILURE:

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

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

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

10. INTERFACE WITH OTHER VENDORS

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

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

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

11. PRICE GUARANTEES

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

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

12. CLARIFICATION PROCEDURES

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

13. NOTICE

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

Licensee

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

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

14. INSURANCE

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

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

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

15. DISASTER RECOVERY

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

16. SURVIVAL

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

17. SECURITY AND PRIVACY

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

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

18. HOLD HARMLESS COPYRIGHT, PATENTS AND TRADE SECRETS

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

Notice of Claims

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

Remedial Action

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

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

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

19. INDEMNITY

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

20. CONSEQUENTIAL DAMAGES WAIVER; LIMITATION OF LIABILITY

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

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

Dated this 15th day of June 1999
LICENSEE: El Dorado County
By: [Signature]
J. MARK NIELSEN
Typed Name & Title

SIRON SOFTWARE CORPORATION
By: [Signature]
Donald H. Norris
Its: President

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors
by [Signature]
DEPUTY
6-15-99

APPENDIX B

PAYMENT SCHEDULE AND COST BREAKDOWN

Software Agreement

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

(a) A non-refundable initial "First milestone" payment of 25% of the Software Price and One-Time Cost is due within 15 days after Software installation and its respective invoice billing is received by County.

(b) Second non-refundable milestone payment of 40% of the Software Price and One-Time Cost is due upon completion of the System configuration and release for training phases of the project.

(c) Third non-refundable milestone payment of 25% of the Software Price and One-Time Cost will be due upon completion of user training and the first date of Production Mode, as defined below.

(d) Final System/Software Price and One-Time Cost, payment of 10% upon final system acceptance by County. Acceptance of the Final System will be made within a period of 30 days after completion of Production Mode. Payment will be made within 15 days of receiving an invoice.

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

System Hardware (LAN and Application Hardware Devices) Payment Schedule

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

Software Support Agreements

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

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

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

LAN Hardware Maintenance

Not supplied by SSC under this Contract.

Installation and Training

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

System/Software Price and One Time Cost

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

APPENDIX C

Sirron Software Corporation

Support Service Agreement

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Any issue requiring travel to customer site.

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

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

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

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

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

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

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

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

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

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

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

Dated: June 15, 1999

Accepted:

X *[Signature]*
"You"

By: **I. MARK NIELSEN**
Authorized Representative
Chairman
6-15-99

Approved:
Sirron Software Corporation

By: *[Signature]*
Authorized Representative

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

By: *[Signature]*
DEPUTY
6-15-99

Exhibit A

Hardware Products

<u>Effective Date of Coverage</u>	<u>Hardware Product Description</u>	<u>Maintenance Description</u>	<u>Annual Maintenance Fee</u>
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NO COVERED PRODUCTS

Exhibit B

Software Products

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