



## AMENDMENT FOR MAINTENANCE RENEWAL

Extensivity, Inc. ("Extensivity") f/k/a Geac Enterprise Solutions, Inc. ("Geac") successor-in-interest to Dun & Bradstreet Software Services, Inc. ("D&B") and El Dorado County California ("Customer") in accordance with the License Agreement dated August 11, 1992, as amended, ("the Agreement") do hereby renew maintenance and support for the term and Programs below:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
Payroll/Personnel System - IBM/MVS E Series including Position Control, History and Benefits Modules	\$ 67,989.00
Active Client for Payroll E Series	0.00
Active Client for Personnel E Series	0.00
Active Client Seats - 25 Users	0.00
IBM WEB SPHERE® Host Access Client Package (including Host On Demand®, and Screen Customizer®) <sup>2</sup> for use with Active Client.	0.00
Connector Foundation 5.0(with DAF Builder)	0.00
Employee Self Service™ - An Active Access Product for Host	0.00
Active Access Seats - 2500 Users	0.00

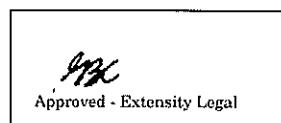
Initial Renewal Period: 08/23/06 - 08/22/07

**TOTAL \$ 67,989.00**

1. The parties agree that the Maintenance and Support Fees paid for the Programs hereunder are in consideration of Customer's commitment to remain on maintenance and support through the period ending August 22, 2008 ("Initial Period"). The annual fees shall entitle Customer to the following:
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Extensivity's electronic support tool, AnswerLink, with customer defined priority.
  - c. Telephone Support services available to Customer twenty four (24) hours per day, seven (7) days per week via a toll free telephone number with customer defined priority.

During the Initial Period Customer shall be entitled to the following additional services included with the payment of the Total Fees:

- d. Extensivity's Healthcheck
- e. Extensivity's 1-2-3 Train Me Program



- 2 a. Customer shall pay the Total Fees set forth above upon receipt of a correct invoice from Extensity.
- b. The one (1) subsequent annual renewal of maintenance and support shall increase no more than six percent (6%) over the prior year's fees paid by Customer and shall be paid no later than the commencement dates of applicable renewal period.
- c. Subject to Customer's compliance with this Amendment, Customer shall receive maintenance and support for the Active Client Systems and twenty-five (25) users and the Active Access System and two thousand five hundred (2500) users for no additional fees for as long as Customer remains on maintenance and support for the corresponding Program set forth above and for so long as Extensity generally provides maintenance and support to its customers.
3. a. It is understood and agreed that the Benefits Open Enrollment<sup>TM</sup> – An Active Access Product for Host and 2500 Users as licensed by Customer pursuant to Attachment A of the Amendment for Maintenance Renewal dated March 30, 2004 is being exchanged for no additional fees for the Employee Self Service<sup>TM</sup> – An Active Access Product for Host and 2500 Users. The terms and conditions as set forth in the Attachment A of the Amendment for Maintenance Renewal dated March 30, 2004 shall apply to Employee Self Service<sup>TM</sup> – An Active Access Product for Host. On going maintenance and support shall be in accordance with paragraph 2.c above.
- b. In consideration of the license granted hereunder to Customer by Extensity, Customer agrees that its license of and right to use Benefits Open Enrollment<sup>TM</sup> – An Active Access Product for Host and 2500 Users shall terminate upon Customer's execution of this Amendment. Customer will cease use of Benefits Open Enrollment and destroy all copies of such program and Documentation in its possession, including copies which are resident in memory of any computer equipment of Customer.
4. It is agreed that Customer shall remain on maintenance and support for the Programs through the period ending August 22, 2008 (the "Initial Period"). After the Initial Period, and for so long as Extensity generally provides maintenance and support to its customers, this Amendment shall automatically renew and Customer shall pay for one-year periods (each a "Renewal Period") at Extensity's then-current list fees unless Customer provides Extensity with written notice of non-renewal at least six (6) months prior to the end of such Initial or Renewal Period.
5. This offer is valid until August 22, 2006.
6. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

EXTENSITY, INC.

EL DORADO COUNTY CALIFORNIA  
Customer

By \_\_\_\_\_  
Authorized Representative

By \_\_\_\_\_  
Authorized Representative

Name Printed \_\_\_\_\_

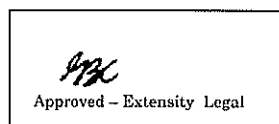
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Date \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT A

ATTACHED TO AND MADE A PART OF this Amendment for Maintenance Renewal ("Amendment") between Extensity, Inc. ("Extensity") f/k/a Geac Enterprise Solutions, Inc. ("Geac") and El Dorado County California ("Customer") which amends the License Agreement dated August 11, 1992, as amended, ("the Agreement"):

Systems	Users	License Fee	Maint. & Support Fee	Total Fees
Payment Requests including One Thousand (1000) Licensed Documents <sup>1</sup> per year	N/A	\$0.00	Waived Year 1	\$0.00
<b>TOTAL FEES:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>


- <sup>1</sup> Customer shall use the Payment Requests Program only to process up to 1000 Licensed Documents annually. As used herein the term "Licensed Document" shall mean a document resulting from Customer's use of the Payment Request Program licensed hereunder. Customer's use of Licensed Documents shall be based on a maximum number of Licensed Documents annually. In the event Customer's Licensed Documents annually exceed 1000, Customer agrees to license the right from Extensity to process such additional Licensed Documents at Extensity's then-current fees and under Extensity's then-current terms and conditions.

**LICENSE SITE:** \_\_\_\_\_.

**GEOGRAPHIC TERRITORY:** The Systems may be Used in the following countries: **USA.**

**SPECIAL PROVISIONS:** The following special provisions, in addition to the terms and conditions above, shall apply solely to the Systems listed on this Attachment A notwithstanding anything to the contrary in the Agreement or the Amendment:

- Definitions.** "Use" means to load, execute, access, employ, utilize, store or display a System.
- Grant of License.** Extensity grants to Customer, for each System and related Documentation listed in this Attachment A, a perpetual, non-exclusive, nontransferable license to Use the Systems to process Customer's own internal data on the Hardware and Operating System Software (if applicable) at the Site in the Geographic Territory subject to restrictions in this Attachment A and the Agreement hereto.
- Confidentiality Obligations.** All Systems are subject to the Confidentiality and licensing restrictions of the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer shall allow access to the Systems only to authorized, full-time, permanent employees of Customer for the purposes set forth in the Documentation only and for no other purpose. Customer shall not allow any third party, including, but not limited to, contractors and/or consultants, to have access to any System. Notwithstanding anything to the contrary in the Agreement and without limitation of any kind, Customer shall be liable to Extensity for all damages, including but not limited to court costs and attorney's fees, arising from or related to breach of this provision by Customer.
- Customer Warranty.** Customer warrants that Customer will not, in conjunction with the Use of Systems in the Agreement, violate any patent, trademark, or copyright laws of the United States or any other jurisdiction, unlawfully infringe or interfere in any way with the proprietary rights, trade secrets, or literary property or rights of another, or present libelous, indecent, and/or illegal matter in conjunction with the Use of the Systems.
- ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.

  
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6. **Support and Maintenance.** The Total Fees shall include Support and Maintenance services for the Systems set forth herein for a period of one (1) year from the date of Customer's execution of this Amendment. Thereafter, Customer shall have the option to renew maintenance and support annually at Extensity's then-current fees.

Subject to Customer's compliance with this Attachment A, the Agreement and Amendment, Customer shall receive continued Support and Maintenance for those Systems set forth in this Attachment A where the maintenance and support fee is noted as "included" for no additional fees for so long as Customer remains current on Support and Maintenance for the corresponding Program set forth in the Amendment, and for so long as Extensity generally provides maintenance and support for the Systems to its customers.

7. **Shipping.** All Systems and Documentation licensed pursuant to this Attachment A shall be delivered FOB shipping point to Customer's specified shipping location.

8. **Extensity Warranty.** Extensity warrants that each System licensed to Customer will operate substantially in conformance with the applicable Documentation for such System for a period of ninety (90) days from the date of shipment of such System to Customer. Extensity warrants that the media on which the System is delivered to be free of defects in material and workmanship for a period of ninety (90) days following shipment.

Customer's sole and exclusive remedy for breach of either of the foregoing warranties shall be either replacement of the defective materials or a refund of the license fee paid for the nonconforming System(s) licensed herein. Customer must notify Extensity within the warranty period and provide a reasonable opportunity to Extensity to cure any breach.

The warranty above is voided by (i) Use of the Systems not in conformance with operating requirements set forth in the applicable Documentation or (ii) Use of modified Systems unless such modification is certified in writing by Extensity for Use by Customer. Notwithstanding anything to the contrary herein, Extensity does not warrant performance of or access to the Systems via the Internet or via telecommunications lines over which Extensity has no direct control.


9. **Disclaimer.** **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SYSTEMS, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY Extensity, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Extensity from any and all damages and liabilities, including reasonable attorney's fees and court costs, relating to any claim by users arising from or related to Use of or access to the Systems and/or output therefrom.

11. **Limitation of Liability.** Except (i) for Extensity's obligations regarding indemnification for infringement of a copyright or trademark, (ii) in the event of death or personal injury, and (iii) in the event of damage to tangible personal property, the total liability of Extensity, including but not limited to liability arising out of, resulting from, or in any way related to, contract, tort, breach of warranty, infringement or otherwise, shall not in any event exceed the license fees paid by Customer with respect to the affected System. Neither Extensity nor its licensors shall be liable for loss of profits, loss of revenue, or indirect, special, incidental, punitive, or consequential damages.

12. **Source Code.** Customer acknowledges that Extensity shall have no obligation to provide source code to Customer for any Systems.

13. **Exceptions.** Extensity shall have no obligation to support or maintain the Systems for Use on any computer system other than the Hardware and Operating System Software listed on this Attachment A (if applicable) or if Customer modifies the System other than as permitted by Extensity.

  
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14. **Unlisted Systems.** In connection with the delivery of the Systems licensed on this Attachment A, Extensity may deliver to Customer certain programs which are not listed on this Attachment A for the sole and exclusive purpose of enabling Customer to Use the Systems licensed on this Attachment A. Customer shall use such additional programs only as required for the Use of the Systems licensed on this Attachment A and for no other purpose whatsoever. All of Customer's obligations under the Agreement and this Attachment A shall apply to such additional programs.

15. **Proprietary Information.** All Systems and Documentation, and any modifications or copies thereof, are proprietary to Extensity and are protected by copyright and/or trade secret law. No ownership rights are transferred by Extensity to Customer in this Attachment A or the Agreement. All proprietary notices, including but not limited to logos, copyrights, and trademarks, that are incorporated in, marked on, or affixed to a System or other Confidential Information by Extensity or its suppliers shall be duplicated by Customer on all copies of all or any part of the System and shall not be altered, removed or obliterated. Customer must retain all Extensity logos as set forth in the Documentation.

16. **Relationship of Parties.** Extensity shall be considered an independent contractor. Nothing in this Agreement or Attachment A shall be construed to create a partnership, joint venture, or agency relationship between Customer and Extensity.

17. **Injunctive Relief.** Each party's obligations under the confidentiality provisions hereof are of a unique character and each agrees that any breach may result in irreparable and continuing damage to the other party for which there will be no adequate remedy in damages. In the event of such a breach, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper.

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