

Exec.
3/30/04

AMENDMENT FOR MAINTENANCE RENEWAL

Geac Enterprise Solutions, Inc. ("Geac") f/k/a Geac Computer Systems, Inc. successor-in-interest to Dun & Bradstreet Software Services, Inc. ("D&B") and Management Science America, Inc. ("MSA") and El Dorado County California ("Customer") hereby amend the License Agreement dated August 11, 1992, as amended, ("the Agreement") as it pertains to the renewal of maintenance and support for the following System(s):

<u>System and Version</u>	<u>Maintenance Fees</u>
Payroll/Personnel System - IBM/MVS E Series including Position Control, History and Benefits Modules	\$ 60,086.00
Renewal Period: 08/23/04 - 08/22/05	
Active Client™ for use with Payroll E Series	0.00
Active Client™ for use with Personnel E Series	0.00
Twenty Five (25) Named Seats (or users)	0.00
Renewal Period: 02/25/04 - 08/22/05	
TOTAL	\$ <u>60,086.00</u>

1. It is agreed to by both parties that the Maintenance Fees paid hereunder by Customer to Geac for the Systems are in consideration of Customer's commitment to remain on maintenance and support through the period ending August 22, 2006. The annual fees shall entitle Customer to those services offered under the Standard Option of Geac's Customer Select Program. These services currently are:
 - a. Software updates and enhancements
 - b. Access to Geac'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.
2. Customer shall pay one hundred percent (100%) of the Maintenance Fees above upon receipt of a correct invoice from Geac.

3. With respect to the Payroll/Personnel System, with associated Modules, Customer hereby certifies to Geac that the total number of employees of Customer and its Subsidiaries as of the date of this Amendment is less than 2,000. In the event the total number of employees of Customer and its Subsidiaries should exceed 2,000 during the term of this Amendment, Customer shall immediately notify Geac in writing. Upon receipt of such notice, Geac shall invoice Customer for an amount equal to the difference between (a) the pro-rata amount of Geac's then-current maintenance fee for the Payroll/Personnel System, with associated Modules, applicable to customers with 2,000 or more employees, for the remaining period of this Agreement, and (b) the pro-rata amount paid by Customer for maintenance for the Payroll/Personnel System, with associated Modules, for such remaining period.
4. It is acknowledged that included in the fees set forth above Geac grants to Customer a perpetual, nonexclusive and nontransferable license for the Programs set forth in Attachment A to this Amendment.
5. For a period of one (1) year from the expiration of the Renewal Period above, the annual fees charged Customer for maintenance and support for the Systems set forth herein shall not increase more than seven percent (7%) over the prior year's annual maintenance and support fees paid by Customer for Standard Support. Upon the expiration of such period, Customer shall have the option to renew maintenance and support at Geac's then-current fees and under Geac's then-current terms and conditions.
6. It is agreed that Customer is committing to remain on maintenance and support for the Systems through the period ending August 22, 2006. In the event Customer elects to discontinue maintenance and support prior to such date, Geac shall invoice and Customer shall pay in full the total of Geac's then-current list fees for the remaining period left on this Amendment, but not to exceed more than ten percent (10%) per year over the prior year's fees.
7. This offer is valid until April 9, 2004.
8. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Geac has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Geac unless reduced to writing and signed by an authorized representative of Geac.

Geac ENTERPRISE SOLUTIONS, INC.

By 
Authorized Representative

Name Printed Keith Anderson

Title Assistant Treasurer

Date 3/25/04

EL DORADO COUNTY CALIFORNIA


Customer
By 
Authorized Representative

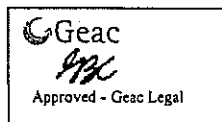
Name Printed **RUSTY DUPRAY**

Title Chairman

Date 3-30-2004

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

By 
DEPUTY 3-30-04



ATTACHMENT A

ATTACHED TO AND MADE A PART OF this Amendment for Maintenance Renewal ("Amendment") between 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
IBM WEBSHERE® Host Access Client Package (including Host On Demand®, and Screen Customizer®) ¹ for use with Active Client.	N/A	Included	Included	Included
Connector Foundation 5.0 (with DAF Builder) for use with the IBM/MVS/CICS/VSAM E Series Version of the Payroll System and Personnel System (when available)	N/A	Included	Included	Included
Benefits Enrollment™ - An Active Access Product for Host	N/A	Included	Included	Included
Active Access Users for use with the above System	2500	Included	Included	Included

- 1 IBM WebSphere Host Access Client Package is a product of International Business Machines Corporation ("IBM"). IBM WebSphere Host Access Client Package can only be used with the listed System(s) and cannot be used with any non-Geac applications.

NETWORK ENVIRONMENT	DBASE	WEB SERVER	CONNECT METHOD	ACCESS

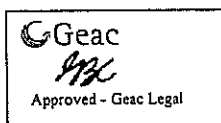
CLIENT HARDWARE	CLIENT SYSTEM	OPERATING	MAIL SYSTEM
IBM 7060 H30 Tier 40			

LICENSE SITE: 360 Fair Lane, Placerville, CA 95667.

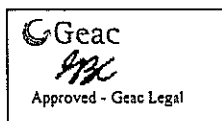
GEOGRAPHIC TERRITORY: The Systems may be Used in the following countries: USA.

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

- Definitions.** "Use" means to load, execute, access, employ, utilize, store or display a System.



2. **Grant of License.** Geac 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.
3. **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 Geac 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.
4. **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.
5. **ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.
6. **Support and Maintenance.** Subject to Customer's compliance with this Attachment A and the Agreement and Amendment, Customer shall receive Support and Maintenance for the Systems set forth in this Attachment A for as long as Customer remains on Support and Maintenance for the corresponding System set forth in the Amendment.
7. **Restricted Use.** Customer shall Use Active Client and Connector Foundation (with DAF Builder) solely with the IBM/MVS/CICS E Series Version of the Payroll System and Personnel System Systems licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of Active Client and Connector Foundation (with DAF Builder) in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
- Customer shall Use Active Access solely with the IBM/MVS/CICS E Series Version of the Payroll System and Personnel System licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of such Active Access Systems shall be in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
8. **Shipping.** All Systems and Documentation licensed pursuant to this Attachment A shall be delivered FOB shipping point to Customer's specified shipping location.



9. **Geac Warranty.** Geac 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. Geac 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 Geac within the warranty period and provide a reasonable opportunity to Geac 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 Geac for Use by Customer. Notwithstanding anything to the contrary herein, Geac does not warrant performance of or access to the Systems via the Internet or via telecommunications lines over which Geac has no direct control.

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

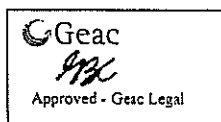
11. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Geac from any and all damages and liabilities, including reasonable attorney's fees and court costs, relating to any claim by users arising from or related to Use of or access to the Systems and/or output therefrom.

12. **Limitation of Liability.** Except (i) for Geac'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 Geac, 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 Geac nor its licensors shall be liable for loss of profits, loss of revenue, or indirect, special, incidental, punitive, or consequential damages.

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

14. **Exceptions.** Geac 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 Geac.

15. **Third-Party Software.** The Use of any third-party product delivered to Customer by Geac in a sealed package containing a "shrink wrap" license shall be governed by the terms of the license agreement contained within the package subject to this Attachment A and the Agreement. Notwithstanding any terms and conditions set forth in the Agreement or this Attachment A, Geac shall have no responsibility for such third-party product and all problem resolution and support for such third-party product shall be obtained by Customer from the applicable vendor.



16. **Unlisted Systems.** In connection with the delivery of the Systems licensed on this Attachment A, Geac 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.

17. **Proprietary Information.** All Systems and Documentation, and any modifications or copies thereof, are proprietary to Geac and are protected by copyright and/or trade secret law. No ownership rights are transferred by Geac 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 Geac 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 Geac logos as set forth in the Documentation.

18. **Relationship of Parties.** Geac 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 Geac.

19. **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.

20. **Terms and Conditions.** All other terms and conditions of the Agreement and the Amendment shall remain in full force and effect.

ORIGINAL

Exec
2/25/03

AMENDMENT NO. 01

This Amendment No. 01 ("Amendment") is made a part of the License Agreement dated as of August 11, 1992, as amended ("Agreement"), between Geac Enterprise Solutions, Inc. ("Geac") formerly known as Geac Computer Systems, Inc. and El Dorado County California ("Customer").

Systems	Total Users	License Fee	Maint. & Support Fee	Total Fees
Active Client™ for use with Payroll System – IBM/MVS/CICS E Series Screen Set – An Active Access product for E Series		\$10,800.00	\$2,400.00	\$13,200.00
Active Client™ for use with Personnel System – IBM/MVS/CICS E Series Screen Set – An Active Access product for E Series		\$10,800.00	\$2,400.00	\$13,200.00
Active Client™ Seats for use with the above Systems	25	\$7,375.00	\$1,475.00	\$8,850.00
Total Fees:		\$28,975.00	\$6,275.00	\$35,250.00

HARDWARE ENVIRONMENT		
MANUFACTURER	MODEL	TIER
IBM	7060 H30	40

CLIENT HARDWARE	CLIENT OPERATING SYSTEM	MAIL SYSTEM

In consideration of the Total Fees paid hereunder to Geac, Customer has upgraded its Hardware from Tier 30 to Tier 40, as noted above. Customer shall have the right to install the Systems listed on the face of this Amendment and the following Systems previously licensed under the Agreement on the Hardware noted herein:

Payroll/Personnel Systems - IBM/MVS/CICS E Series Version with associated Modules
ExpertLink – One (1) Unit
Information Expert – Extended Use

PAYMENT TERMS: Upon Geac's execution of this Amendment, Geac shall invoice Customer for fifty percent (50%) of the Total Fees. Six months from the date of Customer's execution of this Amendment, Geac shall invoice Customer for the remaining fifty percent (50%) of the Total Fees. Customer shall pay all such invoices within thirty (30) days of the invoice date.

LICENSE SITE: 360 Fair Lane, Placerville, CA 95667.

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

1. **Confidentiality Obligations.** All Programs are subject to the Confidentiality and licensing restrictions of the License Agreement. Notwithstanding anything to the contrary in the License Agreement, Customer shall allow access to the Programs 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 Program.

Notwithstanding anything to the contrary in the Agreement and without limitation of any kind, Customer shall be liable to Geac 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.

2. **ISP.** Customer shall be responsible, at Customer's sole cost and expense, for maintaining Customer's own Internet Service Provider ("ISP"), if applicable.
3. **Support and Maintenance.** Subject to Customer's compliance with this Amendment and the Agreement, the Total Fees shall include Support and Maintenance for a period of one year from the date of Customer's execution of this Amendment.
4. **Restricted Use.** Customer shall Use Active Client solely with the IBM/MVS/CICS E Series Version of the Payroll and Personnel Systems licensed by Geac (or its predecessors) to Customer pursuant to an applicable licensing agreement between Geac and Customer. Geac shall provide initial Support and Maintenance for Customer's Use of such Active Client Systems in accordance with the Agreement. Notwithstanding the foregoing, Geac shall have no obligation to provide Support and Maintenance for any modified Systems or portions thereof.
5. **Shipping.** All Systems and Documentation licensed pursuant to this Supplement shall be delivered FOB shipping point to Customer's specified shipping location.
6. **Geac Warranty.** Geac warrants that each Geac 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. Geac 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 Geac within the warranty period and provide a reasonable opportunity to Geac 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 Geac for Use by Customer. Notwithstanding anything to the contrary herein, Geac does not warrant Use of the Systems via the Internet or via telecommunications lines over which Geac has no direct control.

Geac does not warrant third-party software (i.e., software developed by a party other than Geac). All warranties, if any, for third-party software are made by the third-party software vendors and are subject to the terms and conditions of the third party software vendor.

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

7. **Source Code.** Customer acknowledges that Geac shall have no obligation to provide source code to Customer for any Systems.
8. **Third-Party Software.** The Use of any third-party product delivered to Customer by Geac in a sealed package containing a "shrink wrap" license shall be governed by the terms of the license agreement contained within the package subject to this Agreement. Notwithstanding any terms and conditions set forth in the Agreement, Geac shall have no responsibility for such third-party product and all problem resolution and support for such third-party product shall be obtained by Customer from the applicable vendor.
9. **Unlisted Systems.** In connection with the delivery of the Systems licensed on this Amendment, Geac may deliver to Customer certain programs which are not listed on this Amendment for the sole and exclusive purpose of enabling Customer to Use the Systems licensed on this Amendment. Customer shall use such additional programs only as required for the Use of the Systems licensed on this Amendment and for no other purpose whatsoever. All of Customer's obligations under the Agreement and Amendment shall apply to such additional programs.

10. **Relationship of Parties.** Geac shall be considered an independent contractor. Nothing in this Agreement or Amendment shall be construed to create a partnership, joint venture, or agency relationship between Customer and Geac.
11. **Customer's Administrator.** The County Officer or employee with responsibility for administering this Amendment is Gary Coverdale, Manager of Information Technology, Information Services Department, or successor.
12. **Fiscal Considerations.** The parties to this Agreement recognize and acknowledge that Customer is a political subdivision of the State of California. As such, Customer 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 Customer's business, Customer 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.
13. **Terms and Conditions.** All other terms and conditions of the Agreement shall remain in full force and effect.

El Dorado County California
CUSTOMER

By: _____

Name: **HELEN K. BAUMANN**

Title: _____

Date: _____

Geac Enterprise Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

DEPUTY

2/25/03



ORIGINAL

66 Perimeter Center East, Atlanta GA 30346

ORDER DATE: January 13, 2003

Revised: 2/26/01

SERVICE ORDER FORM

CUSTOMER NAME: El Dorado County of California		MII #: 10096	
BILL TO ADDRESS: 360 Fair Lane			
CITY: Placerville	STATE: CA	COUNTRY: USA	ZIP CODE: 95667
CONTACT NAME: Gary Coverdale		PHONE #: 530 621-5412	

PAYMENT TERMS

PAYMENT TERMS: Geac shall invoice Customer two times per month in arrears for services rendered and associated expenses incurred in the weeks prior to the invoice. Customer shall pay said invoice upon receipt. Customer agrees to utilize all of the estimated Services listed herein and remit payment to Geac for all Services licensed hereunder in accordance with the terms specified herein. Customer understands that the services being provided pursuant to this Service Order Form are not being provided on a fixed fee basis and that they will be deducted from the balance on a time and materials basis at the rates set forth herein. In the event that additional services are required in excess of the estimate provided herein, Customer may license additional services from Geac by executing Geac's then-current Service Order Form.

CONTRACT PERIOD: Customer agrees to utilize all services during the period ending six (6) months following execution of this Service Order Form.

TAX STATUS

<input type="checkbox"/>	EXEMPT: TAX EXEMPT #	TAX STATE
<input type="checkbox"/>	NON- EXEMPT	PURCHASE ORDER NUMBER:

☐ **PURCHASE ORDER EXCEPTION:** Geac Enterprise Solutions, Inc. ("Geac") requires a Purchase Order for all services to be provided prior to the commencement of those services. If the Customer does not require issuance of a Purchase Order for services of the type being requested then Customer shall mark an X in the box next to the words, "Purchase Order Exception". By Customer's execution of this Service Order Form, Customer provides assurance to Geac that they will promptly and under the terms of this Service Order Form and the Services Agreement, pay invoices submitted for the requested services which reference this Service Order Form or the Services Agreement.

SERVICES TO BE PERFORMED

<input type="checkbox"/>	SMARTSTREAM	<input checked="" type="checkbox"/>	ENTERPRISE SERVER	<input type="checkbox"/>	SQL FINANCIALS/HR/TECHNICAL
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DESCRIPTION OF CONSULTING/EDUCATION SERVICES

Geac shall provide 130 hours of consulting on the E Series Active Client product at a rate of \$180 per hour. These services are to assist with the implementation of Geac's Active Client product for E Series Payroll and Personnel products, teach El Dorado County personnel how to support and utilize the product and certify El Dorado County's staff on the use of the Customizer® tool. The parties acknowledge that the Active Client product for E Series Payroll and Personnel products were licensed pursuant to the Amendment No. 01 dated _____ between the parties.

Reasonable and Customary Travel and Living expenses for all services will be separately and additionally billed and are subject to El Dorado County's travel policy.

This offer is valid until February 28, 2003.

SERVICES BREAKDOWN

ACTIVITY CODES	ACTIVITY	EST. HRS/UNITS	PROJECT FEES
	Active Client Pay Per E Consulting	130 hours	\$23,400 .00
TOTAL FEES:			\$23,400.00

The terms and conditions set forth on the next page are incorporated herein.

CONSULTING RATES			
CATEGORY*	RATE	CATEGORY*	RATE
All	\$180.00		

*SELECTIONS FOR CATEGORIES NOTED ABOVE (Choose all applicable titles and note applicable rate(s) above): Managing Consultant; Senior/Advisory Consultant; Associate/Staff Consultant; Project Manager/Advisory Project Manager; Technical Consultant; Senior Technical Consultant; or specify employee by name. Specify "ALL" for category, when the rate applies to all titles.

TERMS AND CONDITIONS

The following terms and conditions shall govern this Service Order Form ("Order") between Geac Enterprise Solutions, Inc. ("Geac") and Customer.

- RIGHTS TO PROGRAMS AND EDUCATION MATERIALS.** Geac shall retain all right, title and interest in and to any computer programs developed hereunder and/or the Education Materials (as defined below), and shall have the right to incorporate such programs in work for other customers and in its programs generally. Upon payment of the fees set forth on the reverse side of this Order, Customer shall have a license to use such programs and/or Education Materials in accordance with its most recent license agreement with Geac. Nothing shall be construed as restraining Geac, its employees, agents, or subcontractors in the use of the techniques and skills of computer programming and design which may be acquired in the course of performance of this Order.
- CONFIDENTIALITY.** Geac and Customer shall maintain the confidentiality of all information of Geac and Customer which at the time of first disclosure to Geac or Customer is clearly identified as confidential to the same extent that Geac and Customer keep confidential such information relating to their own business. Neither party shall be required to keep as confidential information which is, or becomes, publicly known, is already within Geac's or Customer's possession or knowledge, is independently developed by the receiving party outside the scope hereof, is rightfully obtained from third parties, or after five (5) years from the completion of the services for which the information was disclosed provided such information does not constitute a trade secret.
- LIMITATION OF LIABILITY.** In no event shall Geac be liable to Customer for incidental, special or consequential damages arising out of, resulting from, or in any way connected with, the performance or breach of this Order (regardless of the form of action) even if Geac has been advised of the possibility of such damages. Geac's liability to Customer for any cause whatsoever, and regardless of the form of action (including negligence), arising out of, resulting from or in any way connected with, the performance or breach of this Order shall in no event exceed the consulting and/or education fees paid.
- EDUCATION.** Geac hereby agrees to provide and deliver to Customer, pursuant to the terms and conditions of this Order, the education courses including documentation, microcomputer diskettes and video cassettes, if any (collectively referred to as "Education Materials") listed on the reverse side of this Order. Customer agrees:
 - That the Education Materials have tangible value, contain valuable trade secrets, copyrights and confidential information of Geac;
 - That it shall not itself, or by an agent or subcontractor in any manner or form whatsoever reproduce, copy, disclose, provide or otherwise make available, in whole or in part, the Education Materials or information contained therein, other than to Geac employees or agents in the scope of their employment or to Customer's employees in confidence for purposes specifically related to Customer's review of the Education Materials;
 - The Education Materials, including copies, shall be returned to Geac upon written request and/or termination of Customer's right to use the Education Materials
 - Geac charges a penalty of \$1,000 per day in the event of cancellation of scheduled on-site training unless Customer has provided written notice of cancellation at least ten (10) business days prior to the class start date. In the event of cancellation, all education materials shall be promptly returned to Geac at Customer's expense.
- TRAVEL & LIVING EXPENSES.** In addition to consulting and/or education fees, Customer will be invoiced (and agrees to pay) reasonable travel and living expenses incurred by Geac employees assigned to this Order. All Geac invoices are due net 30 days from invoice date. After notice, past due amounts owing from Customer shall bear interest at the rate of 1% per month.
- GOVERNING LAW.** This Order shall be governed by the laws of the State of California. This instrument, together with any attachments, represents the entire understanding of the parties relative to its subject matter and may only be modified in a written instrument signed by both parties.

Submitted By: Terri Williams

ATTACHED HERETO AND MADE A PART HEREOF: Consulting Services Proposal for Implementation of Active Client™ with Payroll and Personnel Expenses dated January 13, 2003 and El Dorado County's Travel Policy

Geac Enterprise Solutions, Inc.	El Dorado County of California	ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors By <i>Margaret E. Moad</i> DEPUTY 2-25-03
<i>Keith Anderson</i>	<i>Helen K. Baumann</i>	
Authorized Signature	Authorized Signature	
<i>Keith Anderson</i>	HELEN K. BAUMANN	
Named Printed	Named Printed	
<i>Assistant Treasurer</i>	<i>Chairman</i>	
Title	Title	
<i>1/24/03</i>	<i>February 25, 2003</i>	
Date	Date	

 INTERNAL USE:

CUSTOMER NO:	10096	CONTRACT NO:	
REGION:	E Biz Host	BILL MEMO MGR.	Terri Williams
		SOLD BY:	Carolyn Aufhammer
		ACCOUNT EXEC:	Carolyn Aufhammer
REGION:		BILL MEMO MGR.	
		SOLD BY:	
		ACCOUNT EXEC:	



**Consulting Services Proposal
For
Implementation of Active Client™
With
Payroll and Personnel
E Series**

**Prepared for
El Dorado County of California**

January 13, 2003

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1. Introduction
2. High Level Project Tasks
3. Roles and Responsibilities
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5. Estimated Time and Cost

1. Introduction

We appreciate the opportunity to provide professional services for the implementation of Geac Enterprise Solutions, Inc.'s ("Geac") Enterprise Server Active Client™ product licensed by El Dorado County pursuant to the applicable license agreement with Geac. This proposal includes the initial services recommended to implement the E Series Payroll and Personnel Active Client™ products at El Dorado County's licensed site. **(NOTE: Customizer® is a product of International Business Machines Corporation ("IBM"). Customizer® can only be used with the applicable licensed Geac applications and can not be used with any non-Geac applications).**

The project has been created with a phased approach, Installation and Training, Business Process Validation using Active Client and Screen Customizer Workshop.

At the end of each phase you will realize the following results:

Phase I:

- Active Client will be installed in your environment
- Your technical staff will be trained on how to support the product and make changes with Screen Customizer

Phase II:

- Your Business Processes will have been executed using the Payroll and Personnel systems with Active Client
- Desired screen customizations have been identified

Phase III:

- Your technical staff will have practical experience with Screen Customizer
- Desired screen customizations identified in phase II will be underway

At the end of the project the following benefits will be realized:

- The Active Client™ product will be operating smoothly in your environment,
- Your technical staff will have gained the capability to support the product going forward,
- Your users will be more effective by utilizing the system via a web based GUI interface, and
- Your technical staff will have a successful start on any screen modifications you wish to implement.

2. High Level Project Tasks

This proposal includes the services that will be performed by Geac to implement the Payroll and Personnel Active Client™ products in their vanilla form. Those services include:

Phase I – Installation and Training:

- Creation of the project plan and ongoing project coordination,
- Installation of the base product, and
- Training of technical staff.

Phase II – Business Process validation using Active Client:

- Ongoing project coordination,
- Creation of the Business Process validation test plan, and
- Support of the Business Process validation testing.

Phase III – Screen Customization Workshop:

- Ongoing project coordination,
- Preparation of customization plan, and
- Support of customization workshop.

3. Roles and Responsibilities

Geac will work in partnership with El Dorado County to achieve a successful implementation. The following are the types of resources that will be assigned to this engagement and the description of their roles and responsibilities.

Geac

Geac's project team will make available the application and technical expertise to assist throughout the project.

Geac will provide the following skill sets:

Project Management

The Project Manager's responsibilities are to provide overall project administration and planning support to the Geac Enterprise Server project team. The Project Manager is responsible for the coordination and performance of all Geac Enterprise Server's professional services. The Project Manager will manage the client relationship and ensure El Dorado County and Geac Enterprise Server's expectations are met. The Project Manager will work closely with the El Dorado County Project Sponsor to address issues and coordinate project activities. The Project Manager will be assigned part-time to oversee the project.

Business Expertise

Geac Enterprise Server service providers will provide the technical knowledge and functional knowledge to complete the project.

Customer Resources

Our experience in conducting projects of this nature indicates that client commitment and participation are essential to the success of the project. Accordingly, we would expect El Dorado County to assign personnel to the project with the following skill sets.

Project Sponsor

The Project Sponsor will have overall responsibility for the project and provide general guidance to the project team. The sponsor should have final authority over project funding and scope decisions. The Project Sponsor will set the high level scope and objectives.

Project Manager

We request that El Dorado County assign a Project Manager. The Project Manager's responsibilities are to provide overall project administration and planning support to the El Dorado County and Geac

Enterprise Server project team. The Project Manager is also responsible for the overall success and quality of the project. The El Dorado County Project Manager will work with the Geac Enterprise Server Project Manager to coordinate the Geac project team activities. The Project Manager will also interface to other internal departments at El Dorado County to coordinate the completion of tasks. We expect that the Geac service providers will work relatively independently during this project, however, the Project Manager should be available to assist in coordinating user resources for testing, reporting to management and coordinating internal technical activities such as planning for the production cutover.

Technical Resources

Support from El Dorado County's technical staff will be needed throughout the project to setup system security access, handle CICS administration, assist with in-house standards, etc.

User Resources

User resources consist of system users who represent functional areas addressed by the project, who are knowledgeable of the requirements, and are significant users of the current applications software. User resources participate in their assigned tasks in the work-plan.

4. Assumptions

This proposal was created with the following assumptions.

- El Dorado County personnel will be involved in the project and available to perform necessary and appropriate project tasks on a timely basis.
- Geac consultants will be provided with adequate workspace including systems access, printers, fax machine, telephones and copiers while onsite.
- Geac will assign a Project Manager who will be responsible for coordinating the Geac resources assigned to this project.
- The El Dorado County Project Sponsor will be responsible for the overall coordination of decisions affecting the project. The El Dorado County Project Leader will coordinate your involvement.
- Decisions will be made timely in order to keep the project on schedule. Geac consultants will have regular access to decision-makers to facilitate the process when they are onsite.
- Estimates for Geac consulting services to be provided are based on our assumption of providing the stated assistance within the stated implementation time frame. Delays in the project schedule, changes in project scope, or changes in the level of Geac assistance requested will affect the effort required and resulting fees for these services.
- Most work will be performed onsite. However, some work may be performed offsite at Geac. All project-related work (except travel time) is considered billable.
- Access for all needed resources such as network, internet, TSO, CICS, etc. will be provided.
- El Dorado County technical personnel will be available to assist the Geac technical consultant during the project. Support typically includes help with logging on, creating files, in-house standards, etc.
- The required technical environment will be in place before a Geac consultant arrives onsite.
- No modifications have been made to the Geac Host products.
- Full modification services are not included but are available by contracting for additional services.
- Updating Procedures Manuals is not included but is available by contracting for additional services.
- Application Product Training is not included but is available by contracting for additional services.

- The technical project team will consist of 1 to 5 customer employees.

5. Estimated Time and Cost

The following reflects the major areas of assistance that will be provided and the time and cost estimates for each:

Consulting Fees	Est HRS
Phase I – Installation and Training:	
➤ Creation of the project plan and ongoing project coordination	6
➤ Installation of the base product	16
➤ Training of technical staff	24
Total Phase I	46
Phase II – Business Process validation using Active Client:	
➤ Ongoing project coordination	2
➤ Creation of the Business Process validation test plan	6
➤ Support of the Business Process validation testing	34
Total Phase II	42
Phase III – Screen Customization Workshop:	
➤ Ongoing project coordination	2
➤ Preparation of customization plan	8
➤ Support of customization workshop	32
Total Phase III	42
Total Estimated Hours	130
Phase I Estimated Dollars	\$8,280
Phase II Estimated Dollars	\$7,560
Phase III Estimated Dollars	\$7,560
Total Estimated Dollars	\$23,400

The costs listed above reflect an estimate of the services required to complete the project. This estimate is based on the best available information and does not represent a "fixed bid" for the project. If we require more than the estimated hours, we will notify you immediately and proceed only upon your authorization. Billing is based on the actual time and expenditures for this project. Travel and living expenses are separately and additionally billable and are subject to El Dorado County's travel policy. This proposal is valid until February 28, 2003. We look forward to working with you on this project.

ORIGINAL

D&B SOFTWARE

3445 Peachtree Rd., N.E., Atlanta, GA 30326-1276

LICENSE AGREEMENT

#C12-048

Customer Name
& Address:El Dorado County California
360 Fair Lane
Placerville, California 95667

If Customer executes this License Agreement ("Agreement") on or before June 30, 1992, Dun & Bradstreet Software Services, Inc. ("DBS") grants to Customer and Customer accepts, subject to the terms and conditions of this Agreement, a nonexclusive and nontransferable perpetual license to use in the United States the following software system(s) ("System(s)"), each System consisting of computer programs ("Software") and Documentation:

System and VersionLicense Fee

Payroll/Personnel Systems -IBM/MVS/CICS
E Series Version with associated Modules
in place of the IBM/VSE/CICS E Series Version
(upgrade) except for Time and Attendance Module
-IBM/VSE/CICS E Series Version

Good and valuable
consideration the
receipt and
sufficiency of
which is hereby
acknowledged,
and \$36,200.00.

Extra Set of Documentation (1 set)(upgrade)

Brightview® Module for use with Payroll/Personnel
Systems including 50 programmable workstations
and five (5) uses of Brightview® Development
Tool Kit and Brightview® Software Distribution
Controller Module (upgrade and unsupported).

ExpertLink^(R) - one (1) unit (upgrade)Hardware: Manufacturer IBM Model 4381 Tier 30

Licensed Site: 360 Fair Lane
Placerville, California 95667

Attached hereto and made a part hereof: Attachment A

This Agreement contains the entire understanding of the parties pertaining to the System(s) and may be modified only by a writing executed by authorized representatives of DBS and Customer. Until executed by DBS, this Agreement shall constitute an offer by Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth below by DBS.

DUN & BRADSTREET SOFTWARE SERVICES, INC.

EL DORADO COUNTY CALIFORNIA

By

Name Printed Sally M. FosterTitle Vice President, Contract ManagementDate June 9, 1992

Dun & Bradstreet Software

Customer

By

Name Printed WILLIAM N. CENTERTitle Chairman, Pro-Term

ATTEST: Dixie L. Foote,
Board of Supervisors Clerk

William N. Center
Dun & Bradstreet Software Services, Inc.

ATTACHMENT A

ATTACHED TO AND MADE A PART OF a License Agreement between **Dun & Bradstreet Software Services, Inc. ("DBS")** and **El Dorado County California ("Customer")** for the right to use the software system(s) specified on the face of this Agreement.

- A.1. Final Agreement. DBS and Customer expressly agree that, upon the execution of this Agreement, those portions of all prior agreements and understandings relating to any version of the System(s), including but not limited to such portions of the Software System Agreement between Customer and **Management Science America, Inc., ("MSA")**, DBS's predecessor in interest, dated August 22, 1989, as amended (said prior agreements referred to as the "old agreements") are superseded in their entirety and shall be of no further force or effect except as expressly provided for herein. DBS and Customer recognize and agree that with respect to the System(s), Documentation, and all related materials previously provided to Customer pursuant to the old agreements, all protections and rights of a similar kind and nature to those provided by this Agreement, and the right of MSA to any payments under the aforesaid old agreements shall survive termination of those portions of the old agreements effected by execution of this Agreement, and that all other obligations, liabilities, and duties DBS and Customer, or their predecessors, may have had under, by reason of, or in connection with those portions of the old agreements are mutually released and terminated by execution of this Agreement. It is further recognized and agreed that all payments due MSA pursuant to the old agreements shall be due and payable to DBS by Customer upon execution of this Agreement.
- A.2. The first twelve (12) words of Paragraph 1 (Maintenance) are deleted in their entirety and replaced with the following:
- "For the period ending August 22, 1992 for the Payroll/Personnel Systems with associated Modules and extra set of Documentation, except for Time and Attendance Module which is unsupported by DBS; and for the period ending August 22, 1992 for ExpertLink^(R)."
- A.3. "As used in Paragraph 2.a, the terms "System", "Software" and "Documentation" shall only apply to the IBM/MVS/CICS E Series Version of the Payroll/Personnel Systems and associated modules."
- A.4. The first two (2) sentences of Paragraph 3 (Payment) of this Agreement are deleted in their entirety and replaced with the following:
- "a. Customer shall pay fifty percent (50%) of the total License Fee upon Customer's execution of this Agreement.
- b. Customer shall pay the final fifty percent (50%) of the total License Fee upon Customer's acceptance of the System, which acceptance will be determined with accordance with Paragraph 2.a., but in any event no later than one (1) year from the date of this Agreement.

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- c. Time is of the essence in this paragraph and if Customer fails to make any payment hereunder, such event shall constitute a material breach by Customer; whereupon, at the election of DBS, any remaining unpaid payments shall at once be due and payable upon ten (10) days' notice by registered mail and DBS may pursue any remedies it may have under applicable law."
- A.5. Paragraph 7 (Confidentiality) of this Agreement is amended to include the following:
- In the event Customer is required by applicable law to disclose to any third party this Agreement, the System(s), or any related material, Customer shall promptly notify DBS's Legal Department in Atlanta, Georgia in advance by telephone and facsimile. Customer shall protect DBS's proprietary, confidential, and trade secret information to the maximum extent allowed by such law and shall afford DBS the opportunity to intervene in any legal proceeding to obtain a protective order or other appropriate relief.
- A.6. Customer certifies to DBS by Customer's execution of this Agreement that the total number of employees of Customer and its Subsidiaries is less than two thousand (2,000).
- A.7. DBS shall maintain at its own expense during the term hereof, insurance with respect to DBS's performance of this Agreement of the types and in the minimum amounts described generally as follows:
- a. Full Workmen's Compensation and Employer's Liability Insurance covering all employees as required by law in the State of California.
 - b. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made), including but not limited to endorsements for the following coverages: personal injury; premises-operations; products and completed operations; blanket contractual; and independent contractors' liability.
 - c. DBS will maintain comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, leased and nonowned vehicles used in connection with DBS's business of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made).
 - d. Additional Insureds: The insurance required under b and c above shall include the Customer, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.
 - e. Primary Coverage: The insurance required under b and c above shall provide that it is primary coverage with respect to DBS, Customer and all other additional insureds.

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- f. Cancellation Notice: The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Customer at the office of the El Dorado County Risk Manager, 415 Placerville Drive, Suite F, Placerville, California 95667.
 - g. Premium Payments: The insurance companies shall have no recourse against the Customer, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
 - h. Proof of Insurance Requirements: Upon request, DBS shall furnish proof of coverage satisfactory to Customer's Risk Manager as evidence that the insurance required above is being maintained. Proof that Customer is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence of an endorsement to DBS's insurance policy naming Customer as additional insured. Customer hereby acknowledges and agrees that the standard Certificate of Insurance currently issued by DBS's insurance company, properly completed with the appropriately named additional insureds, is satisfactory to Customer's Risk manager for the purposes of this paragraph of the Agreement.
 - i. Policy Deductibles: DBS shall be responsible for all deductibles in all of DBS's insurance policies.
 - j. DBS Obligations: DBS's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - k. Material Breach: Failure of DBS to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph shall constitute a material breach of the entire Agreement.
 - l. Commencement of Performance: DBS shall not commence performance of this Agreement unless and until compliance with each and every requirement of this particular paragraph is achieved.
 - m. Claims Made Insurance: In the event DBS cannot provide an occurrence policy, DBS shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- A.8. It is understood and agreed that DBS shall continue to provide Customer with maintenance services for the IBM/VSE/CICS E Series Version of the System specified on the face of this Agreement for the period ending July 31, 1992. Such maintenance for the IBM/MVS/CICS E Series Version is being provided in addition to the maintenance services provided pursuant to Paragraph 1 (Maintenance) for the IBM/VSE/CICS E Series Version and shall be for the sole purpose of enabling Customer to convert from the IBM/VSE/CICS E Series Version to the IBM/MVS/CICS

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E Series Version of the System.

- A.9. For the License Fee specified on the face of this Agreement, DBS will not provide Customer with any onsite installation services for the System referenced on the face of this Agreement. Therefore it is understood that there will be no travel and living expenses associated with the initial license use granted hereunder. In the event Customer licenses any onsite installation services in the future from DBS, Customer will pay to DBS all reasonable travel and living expenses at DBS's then-current rate.

12

ORIGINAL

D&B SOFTWARE

3445 Peachtree Rd., N.E., Atlanta, GA 30326-1276

LICENSE AGREEMENT

#C12-048

Customer Name
& Address:

El Dorado County California
360 Fair Lane
Placerville, California 95667

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System and Version

License Fee

Payroll/Personnel Systems -IBM/MVS/CICS
E Series Version with associated Modules
in place of the IBM/VSE/CICS E Series Version
(upgrade) except for Time and Attendance Module
-IBM/VSE/CICS E Series Version

Good and valuable
consideration the
receipt and
sufficiency of
which is hereby
acknowledged,
and \$36,200.00.

Extra Set of Documentation (1 set)(upgrade)

Brightview® Module for use with Payroll/Personnel
Systems including 50 programmable workstations
and five (5) uses of Brightview® Development
Tool Kit and Brightview® Software Distribution
Controller Module (upgrade and unsupported).

EX-10
8/12/92
I

ExpertLink[®] - one (1) unit (upgrade)

Hardware: Manufacturer IBM Model 4381 Tier 30

Licensed Site: 360 Fair Lane

Placerville, California 95667

Attached hereto and made a part hereof: Attachment A

This Agreement contains the entire understanding of the parties pertaining to the System(s) and may be modified only by a writing executed by authorized representatives of DBS and Customer. Until executed by DBS, this Agreement shall constitute an offer by Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth below by DBS.

DUN & BRADSTREET SOFTWARE SERVICES, INC.

EL DORADO COUNTY CALIFORNIA

By Sally M. Foster

Customer
Dated: 8-11-92
By William N. Center

Name Printed Sally M. Foster

Name Printed WILLIAM N. CENTER

Title Vice President, Contract Management

Title Chairman, Pro-Tem

Date June 9, 1992

ATTEST: Dixie L. Foote,
Board of Supervisors Clerk

Dun & Bradstreet Software

E Series Version of the System.

- A.9. For the License Fee specified on the face of this Agreement, DBS will not provide Customer with any onsite installation services for the System referenced on the face of this Agreement. Therefore it is understood that there will be no travel and living expenses associated with the initial license use granted hereunder. In the event Customer licenses any onsite installation services in the future from DBS, Customer will pay to DBS all reasonable travel and living expenses at DBS's then-current rate.

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Ref. No. 320005556093**CERTIFICATE OF INSURANCE**

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 fax 416-868-5580

Re: Contractual Agreement
Amending Certificate No:320005549195

El Dorado County
Attention : Procurement/Contracts
Information Technologies
330 Fair Lane
Placerville, CA 95667
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Extensify formerly Geac Computer Corporation Limited
11 Allstate Parkway
Suite 300
Markham, ON L3R 9T8

Coverage

Commercial General Liability	Insurer	Chubb Insurance Company of Canada		
	Policy #	35780055		
	Effective	01-Oct-2005	Expiry	01-Oct-2008
	Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD1,000,000 Subject to Aggregate where Applicable		
Umbrella Liability	Insurer	Chubb Insurance Company of Canada		
	Policy #	79219494		
	Effective	01-Oct-2005	Expiry	01-Oct-2006
	Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD5,000,000		

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

El Dorado County with respect to Commercial General Liability
El Dorado County with respect to Umbrella Liability

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee.

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

<h1 style="margin: 0;">ACORD® CERTIFICATE OF INSURANCE</h1>		ISSUE DATE (MM/DD/YY) 05-23-2006				
PRODUCER Aon Reed Stenhouse Inc. 20 Bay Street Toronto, ON M5J 2N9		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Extensity formerly Geac Computer Corporation Limited 66 Perimeter Center East Atlanta, GA 30346 USA		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER A				
		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D Federal Insurance Company				
		COMPANY LETTER E				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR ANY OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE MED. EXPENSE (Any one person)	\$ \$ \$ \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$ \$
C	EXCESS LIABILITY UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
D	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	71638334	31-Dec-05	31-Dec-2006	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	\$ \$ \$ 1,000,000 1,000,000 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Evidence of Insurance						
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMES TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENT OR REPRESENTATIVES.						
El Dorado County Information Technologies 330 Fair Lane Placerville, CA 95667 Attention: Procurement /Contracts Facsimile: ACORD-25-S (7/90)					AUTHORIZED REPRESENTATIVE 	