

ORIGINAL

#478-S0411

COMPUTRUST SOFTWARE CORPORATION
El Dorado County Public Guardian Usage License Agreement

Date: _____
("Effective Date".)

Between

Company Name: CompuTrust Software Corporation ("CTSC").
Address: 18525 Sutter Blvd., Suite 280
Morgan Hill, CA 95037

Principal Contact: Rolf Kessel

And

Your Name: El Dorado County Public Guardian

Address: 937 Spring St. ("Site")
Placerville, CA 95619

Billing 630 Main St
Address: Placerville, CA 95619

Principal Contact: Doug Nowka, Assistant Director of Human Services

CTSC'S PROGRAM IS COPYRIGHTED AND LICENSED ANNUALLY (NOT SOLD) TO YOU UNDER THIS USAGE LICENSE AGREEMENT. CTSC DOES NOT SELL OR TRANSFER TITLE TO THE PROGRAM TO YOU. YOUR LICENSE OF THE PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF CTSC HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

THIS AGREEMENT CONSISTS OF (1) THE ACCOMPANYING TERMS AND CONDITIONS AND (2) THE QUOTATION FOR WINDOWS VERSION DATED 8/10/04 (FROM 01/12/04), WHICH DESCRIBES IN DETAIL THE TERMS AND FEES GOVERNING THIS LICENSE AGREEMENT, ATTACHED HERETO AS EXHIBIT A. ("QUOTATION") FEES FOR SOFTWARE USAGE, IMPLEMENTATION, DATABASE CONVERSION, AND SERVICES OF COMPUTRUST AND UNIVERSE ARE AS PER THE QUOTATION FOR COMPUTRUST WINDOWS VERSION DATED 01/12/04 FOR EL DORADO COUNTY PUBLIC GUARDIAN.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS, AND UNDERSTAND AND ASSENT TO IT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN ACCEPTED AND EXECUTED BY YOU AND APPROVED AND EXECUTED BY CTSC AS OF THE EFFECTIVE DATE ABOVE.

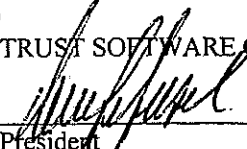
ACCEPTED

BY EL DORADO COUNTY:

APPROVED

BY COMPUTRUST SOFTWARE CORPORATION:


Chairman, Board of Supervisors **CHARLIE PAINE**


Rolf Kessel, President

Date: 2-1-2005 ATTEST: CINDY DECK, Clerk 4/24/05
of the Board of Supervisors

TERMS AND CONDITIONS

General. This is an annual Usage License Agreement; you are not purchasing a perpetual license to the Program. You receive an annual grant of license to use the Program, Support and Updates included in your Monthly Usage Fees, as defined in the Quotation, subject to the terms and conditions in this Agreement.

1. DEFINITIONS

1.1. "You" means the single end-user customer or organization signing this Agreement.

1.2. "Installation" means when the Program has been loaded onto to your computer system, and the executability of the Program on such computer system has been demonstrated.

1.3. "Standard Enhancements" means any modification or addition that, when made or added to the Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

1.4. "Major Enhancements" means any major modification which substantially improves the performance, utility or functionality of the Program, which CTSC offers as a Major Enhancements, at an additional optional fee.

1.5. "Error" means any reproducible failure of the Program to conform in material respect to its Documentation.

1.6. "Error Reports." In the event you discover a reproducible Error, you will make an Error Report to CTSC that identifies the steps to be taken to reproduce such error.

1.7. "Error Correction" means either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its Documentation. The Error Correction, when completed, may consist of a

change to the code, a "patch," or a "workaround" to enable use of the Program.

1.8. "Documentation" means the end-user documentation, attached hereto as Exhibit B, which explains the use and Installation of the Program in hard copy or electronic form.

1.9. "Program" means the computer software application known as "CompuTrust," in object code only and the documentation, as more fully described in the Quotation.

1.10. "Third Party Software" means the third party software products purchased on your behalf by CTSC, as more fully described in the Quotation. The Third Party Software, is licensed directly to you as a one time only purchase. This Usage License does not apply to Third Party Software, which is governed by the license terms and conditions of each Third Party Software product. You do not receive Support or Upgrades for Third Party Software as part of your Monthly Usage Fees. Fees and maintenance for Third Party Software are defined in the Quotation.

1.11. "Updates" means new revisions of the Program that contain Error Corrections, modifications, and Standard Enhancements that are released by CTSC from time to time.

2. GRANT OF LICENSE

2.1. Grant of License. You are granted a non exclusive annually renewable right to use the Program and any Updates provided to you by CTSC, in machine-readable form, and related materials, identified in the Quotation, for the Initial Term and for minimum periods of one year thereafter, subject to the terms of this Agreement.

2.2. Scope of Rights. You may:

a. Install. Install the Program in your own facility at your Site specified on the front page of this Agreement.

b. Execute. Use and execute the Program on

the computer(s) at your Site on a per user basis, for purposes of serving the internal needs of your company or organization.

2.3. Subject to Fees. The above rights are granted pursuant to the Implementation Fees and the Monthly Usage Fees specified in Section 10. (Fees) below.

2.4. Object Code. The Program is provided in, and may be used in, machine-readable object code form only.

2.5. Number of Active Cases and Users. You are authorized to use the Program for up to the number of active cases and users authorized in the Quotation.

2.6. Additional User Licenses. In the event you wish to exceed the authorized number of active cases or users as specified in the Quotation, you will need to contact CTSC to determine the increase to your monthly usage fee.

2.7. Back-up Copies. You may make two (2) copies of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include CTSC's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location.

2.8. System Operations. System shall operate as per user manual from CTSC current revision.

3. RESTRICTIONS AND LIMITATIONS ON USAGE

Your license of the Program is nonexclusive and nontransferable, and it extends only to your own installation, execution, and use of the Program on your computers. You may not assign, transfer, or sublicense this license or your other rights under this Agreement, whether by operation of law or otherwise, except with CTSC's prior written consent. You may not move the Program to another location, except with CTSC's prior written consent. THE PROGRAM AND USER MATERIALS

CONSTITUTE HIGHLY SENSITIVE AND PROPRIETARY TRADE SECRETS AND CONFIDENTIAL INFORMATION OF CTSC. YOU MUST STRICTLY OBSERVE ALL RESTRICTIONS IMPOSED BY CTSC WITH RESPECT TO PROPRIETARY PROTECTION OF THE PROGRAM.

4. DELIVERY AND INSTALLATION

4.1. Delivery. CTSC will use its reasonable efforts to deliver the Program in accordance with the mutually agreed delivery date. CTSC will not be responsible for delays caused by events or circumstances beyond its reasonable control. One CTSC manual will be provided. Additional manuals can be reproduced by the user.

4.2. Installation. Installation may be performed by: 1) your computer consultant; 2) CTSC via remote modem; or 3) CTSC at your Site, as specified in the Quotation. You are responsible for obtaining computers and operating systems compatible with the Program, as agreed in the Quotation. Installation is complete when a copy of the Program has been installed on your computer system at your Site and the executability of the Program on such computer system has been demonstrated.

4.3. Verification. Upon thirty (30) days written notice, CTSC at its sole option, may ask to verify in writing that you are not exceeding the scope of your license and the number of active cases authorized under this Agreement. In the event the actual number of simultaneous active cases exceeds the number authorized under this Agreement, you will be asked to pay the additional license fees as they apply.

4.4 Source Code Escrow.

Deposit in Escrow. CTSC agrees to enter into a separate Source Code Escrow Agreement with Data Securities International, Inc. ("DSI") the terms of which shall state that in any of the following events,

subject to certain safeguards of cure by CTSC, the source code shall be released to the COUNTY:

- a) Entry of an order for relief under Title 11 of the United States Code by CTSC; or
- b) The making by CTSC of a general assignment for the benefit of creditors; or
- c) The appointment of a general receiver or trustee in bankruptcy of CTSC'S business; or
- d) Action by CTSC under any state insolvency or similar law for the purpose of bankruptcy, reorganization, or liquidation; or
- e) Discontinuance of maintenance and support services by CTSC.

Deposit in Escrow. CTSC shall deposit the source code and future updates of the source code as they become available with DSI. CTSC agrees to pay the initial deposit fees and the annual fees and update fees thereafter. There shall be no cost to the COUNTY.

In the event that the Source Code has been released to the COUNTY by escrow agent, COUNTY shall have the right to modify, alter, improve, enhance or add to the Software. The COUNTY shall be the owner of any and all such modifications, alterations, improvements, enhancements or additions. COUNTY shall pay the third party beneficiary costs of the escrow.

5. YOUR RESPONSIBILITIES

5.1. Your Responsibilities. You are responsible for the following:

- a. Procuring, installing, and operating computers, printers and operating systems to run the Program as defined in the Quotation; and
- b. Providing a proper environment and proper

utilities for the computers on which the Program operates, including an uninterrupted power supply; and

- c. Selecting and training your personnel so they can operate computers and so they are familiar with the operation of the Program; and
- d. Appointing a technically qualified system administrator, who has sufficient computer hardware and software experience and training to enable them to assist CTSC in diagnosing reported problems ("System Administrator"); and
- e. Nominate a single contact person, to interface with CTSC on all Support calls from your organization. Such nominated single contact person shall either be the System Administrator or someone who is similarly technically qualified; and
- f. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program or the computer systems on which they run non-operational.

6. TRAINING

6.1. Training at CTSC Offices. CTSC offers regularly scheduled training classes, based upon demand, at no charge to you. These classes relate specifically to the CTSC program. Such classes are available on a first come, first served basis, and are subject to space availability and a sufficient number of sign ups for the scheduled class. To reserve a place in a training class, contact CTSC.

6.2. On Site Training. At your request CTSC shall provide training at your site at a mutually agreed time. Such training is subject to the CTSC per diem rates defined in the Quotation.

6.3. User Group Training. Free training is offered at all User Group meetings.

7. SUPPORT AND UPDATES

7.1. Annual Support Hours. The annual license fees include unlimited telephone Support.

7.2. Support. Support includes:

- a. **Telephone Hot-Line Support.** Telephone Hot-Line Support is available Monday through Friday from 8:00 a.m. to 5 p.m. Pacific Standard Time, to report problems or request user assistance in use of the Program.
- b. **Remote Dial-In Diagnostics.** To be eligible for Support using Remote Dial-In Diagnostics, you must have the dial-in modem to allow for dial-in remote assistance, and the communications software defined in the Quotation. Users must continue to upgrade and maintain their modem to the fastest modem available, currently the minimum requirement is 56.6K. Remote Dial-In Diagnostics include: (1) diagnostic or corrective actions necessary to restore proper Program operation; (2) diagnostic analysis to assist in determining the cause of the reported problem; (3) correction of data file problems; and (4) down loading Error Corrections or Enhancements.
- c. **Universe Support.** CTSC will provide support for Universe. Such support is included in Universe Maintenance as defined in the Quotation.

7.3. Latest Version. You are only eligible for Support, if you install the most current Update of the Program within Forty Five Days (45) days of delivery of such Update to you. CTSC is not obligated to provide Support for prior versions of the Program after such 45 day period.

7.4. Enhancements. Program enhancements may be requested through the user group. Such enhancements will be made at the discretion of

CTSC. Custom enhancements (not requested through the user group) will be charged an additional fee.

7.5. Error Reports. You agree, if requested by CTSC, to submit an Error Report that identifies the problem and describes the steps needed to reproduce the Error ("Error Report"), in addition to a listing of output and any other data that CTSC may require in order to reproduce any Error, and the operating conditions under which the Error occurred or was discovered.

8. MATTERS NOT COVERED BY SUPPORT

8.1. The following matters are not covered as part of your Monthly Usage Fee Support. If you request any of the following services, CTSC will charge at the prevailing per diem rate:

- a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program;
- b. Any problem caused by your modifications to any version of the Program;
- c. Any problem resulting from computer software other than the Program or Universe Software;
- d. Any problem relating to your computer hardware or peripherals; This is to include printers. Adding, modifying and deleting printers to your network is expressly not covered
- e. Any problems relating to older unsupported versions.
- f. Any support resulting from a system crash. This includes rebuilding from a backup. Restoring after a system failure or reloading software as a result of not having a reliable backup.

- g. Reloading software other than CompuTrust and Universe as a result of system upgrade. Assistance with reloading CompuTrust after a system upgrade is available if scheduled in advance. This support is limited to two hours and CTSC reserves the right to request a PO for further assistance in excess of two hours.
- h. Assistance with backups of the data or the operating system.
- i. Administration and any support/training of the operating system.
- j. Initial or reinstallation of the operating system.
- k. CompuTrust Support as a result of users not reconciling their bank account(s) in a timely manner
- l. CompuTrust support as a result of users not running the DBR and resolving balancing issues in a timely manner

8.2. CTSC reserves the right to charge additional service fees if you seek assistance for matters that do not directly relate to the operation of the Program. CTSC does not hold itself out as a professional expert and adviser regarding your computer hardware, Third Party Software, computer peripherals or information needs. In particular, CTSC does not support your printers. CTSC is not responsible for obsolescence of the Program that may result from changes in your requirements.

9. DATABASE CONVERSION

9.1. Database Conversion Assistance. You are responsible for converting your database to work with the Program. At your request, CTSC shall make reasonable efforts to assist you with your database conversion, as defined in the Quotation. Such support is subject to the CTSC per diem rates defined in the Quotation.

9.2. Files. You agree to create ASCII files of your current database in a format to be recommended by CTSC. CTSC will advise you of which database fields in the Program should be used for your existing database fields.

9.3. Programs. The parties may agree for CTSC to write a programs which will allow the ASCII files created by you from your existing database to be read into the Program's database. The time and materials estimate for such services is defined in the Quotation. Actual costs may vary.

9.4. Code Translations. You will be responsible for any code translations that are needed.

9.5. Risk of Lost Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. CTSC shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

10. FEES AND TERMS OF PAYMENT

10.1. Annual Usage Fee (Includes Support and Updates). The Annual Usage Fee is defined in the Quotation, attached hereto as Exhibit A, ("Annual Usage Fee"), and is payable in monthly installments, based upon the number of active cases and number of users ("Monthly Fee"). The Annual Usage Fee includes telephone Support and Updates as released by CTSC from time to time.

10.2. Implementation Fees. You shall pay CTSC the one time, initial implementation fees defined in

the Quotation which includes: 1) Installation fees; 2) programming fees; 3) on site training fees; 4) database conversion fees; and/or 5) 3rd Party Software fees as defined in the Quotation ("Implementation Fees"). The Implementation Fees shall be paid to CTSC pursuant to the terms defined in the Quotation.

10.3. Responsibility for Monthly Usage Fees. You agree to pay the Monthly Usage Fees regardless of whether you seek reimbursement for such costs from individual cases or clients. CTSC does not accept any payments from your clients.

10.4. Third Party Software Fees. You agree to pay the one time fees and maintenance for Third Party Software as defined in the Quotation.

10.5. Per Diem Fees. CTSC's current per diem rate is defined in the Quotation and applies to on site training, on site Installation and on site consulting services.

10.6. Other Charges. Usage fees do not include travel and living expenses incurred while providing services to you under this Agreement, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, in accordance with the County Board of Supervisor's policies, when and as the services are rendered and/or such expenses are incurred, upon receipt of invoice from CTSC.

10.7. Taxes. The fees listed in this Agreement do not include taxes. In the event CTSC is required to pay sales, use, property, value-added or other taxes based on licenses or services granted to you under this Agreement or on your use of the Program, Third Party Software or services, then such taxes shall be billed to and paid by you, unless you provide CTSC certification of your tax-exempt status.

10.8 Price Increases. After the Initial Term, CTSC reserves the right to increase or decrease its Fees provided, however, that CTSC shall not adjust its fees more often than once each year after the

Initial Term, and CTSC shall provide you with at least sixty (60) days' notice of any proposed adjustment. Any price increase shall not exceed the Cost of Living Index, for the Bay Area, Northern California.

11. TERM AND TERMINATION

11.1. Term of License. The initial term of this Agreement is one year ("initial term"), beginning when executed by the County, and shall automatically renew for successive one year terms, from year to year thereafter unless terminated according to the terms of this Agreement.

11.2 Default, Termination and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

B. Bankruptcy: This Agreement, at your option, shall be terminable in the case of bankruptcy,

voluntary or involuntary, or insolvency CTSC.

C. **Ceasing Performance:** You may terminate this Agreement in the event CTSC ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. **Termination or Cancellation without Cause:** You may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice for any reason. If such prior termination is effected, you will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which you may agree to in writing as necessary for contract resolution. In no event, however, shall you be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CTSC shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, you reserve the right to take over and complete the work by contract or by any other means. CTSC may terminate this Agreement in whole or in part upon ninety (90) calendar days written notice for any reason.

11.3. Consequences of Termination. Upon termination, you agree to stop using the Program and destroy all copies in your possession, and shall certify your compliance in writing, signed by an authorized representative of your organization, within five (5) days of the date of termination. You shall be responsible for taking adequate precautions to prevent any loss of your own data. Upon termination, all payments due CTSC shall immediately be due and payable, and any balance of the Annual License Fee shall be accelerated and payable immediately. You agree to pay all costs incurred by CTSC in collecting such fees including reasonable attorneys fees.

11.4. Right to Disable Software. In the event that you either fail to cure any material breach in the times

specified above, CTSC reserves the right to electronically disconnect your use of the Program, until such breach is cured.

11. PROPRIETARY PROTECTION

11.1. Ownership. CTSC shall have sole and exclusive ownership of all right, title, and interest in and to the Program and User Materials, all copies thereof, and all modifications, and Updates (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the rights and license expressly granted to you under this Agreement. This Agreement does not provide you with title or ownership of the Program, but only a right of limited use.

11.2. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by CTSC, under this Agreement. You may not reverse assemble, reverse compile, or otherwise translate the Program. Your license may not be transferred, leased, assigned, or sub-licensed without CTSC's prior written consent, except for a transfer of the Program in its entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program anywhere but your Site without CTSC's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program to another location temporarily in the event of an interruption of computer operations at your Site. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by CTSC, your license is automatically terminated. You acknowledge that, in the event of your breach of any of the foregoing provisions, CTSC will not have an adequate remedy in money or damages. CTSC shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. CTSC's right to obtain injunctive relief shall not limit its right to seek further remedies.

12. WARRANTY

12.1. Limited Warranty. CTSC warrants for a period of one year from the date of Installation of the Program, for your benefit alone, that the Program, when operated with the equipment configuration and in the operating environment specified by CTSC, will perform substantially in accordance with the Documentation for that version of the Program. CTSC does not warrant that the Program will be Error-free in all circumstances. In the event of any material defect or Error covered by such warranty, you agree to provide CTSC with sufficient detail to allow CTSC to reproduce the defect or Error. The term "Material Defect" shall mean a defect or Error that either prevents use of the Program, or seriously impacts the use of the Program. As your exclusive remedy for any Material Defect or Error in the Program covered by such warranty, and as CTSC's entire liability in contract, tort, or otherwise, CTSC will correct such Error or defect at CTSC's facility by issuing corrected instructions, a restriction, or a bypass. If CTSC is unable to correct such Material Defect or Error after a reasonable opportunity, at your sole option, CTSC will refund the Annual License Fees paid for such Program. However, CTSC is not responsible for any Material Defect caused by your modification, misuse, or damage to the Program.

12.2. Limitation Of Warranty. CTSC MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND CTSC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.3. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of CTSC to you for all claims relating to the Program and any services rendered under this Agreement, in contract, tort, or otherwise, shall not exceed the total amount of all Usage Fees paid to CTSC for the Program or services within the prior year. This limitation shall not apply to the indemnification in Section 14 below. In no event

shall either party be liable to the other for any consequential, indirect, special, or incidental damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

13. INDEMNIFICATION

13.1. Indemnification. If a third party claims that the Program infringes any U.S. patent, copyright, or trade secret, CTSC will (as long as you are not in default under this Agreement or any other agreement with CTSC) defend you against such claim at CTSC's expense and pay all damages that a court finally awards, provided that you promptly notify CTSC in writing of the claim, cooperate with CTSC, and allow CTSC to control the defense or any related settlement negotiations.

13.2. Right to Cure. If such a claim is made or appears possible, CTSC may, at its option, secure for you the right to continue to use the Program, modify or replace the Program so they are non-infringing, or, if neither of the foregoing options is available in CTSC's judgment, require you to return the Program at CTSC's cost, or to destroy the Program, for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license.

13.3. No Obligation. However, CTSC has no obligation for any claim based on a modified version of the Program or their combination, operation, or use with any product, data, or apparatus not provided by CTSC. THIS PARAGRAPH STATES CTSC'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

14. MISCELLANEOUS

14.1. Notices. All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided on the first page of 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.

14.2. 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.

14.3. Modifications and Waivers. This Agreement may not be modified except by a 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.

14.4. Attorneys' Fees. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

14.5 Contract Administrator The County officer or employee with responsibility for administering this agreement is Doug Nowka Assistant Director Department of Human Services or successor.

14.6 Fiscal Considerations. The parties to this Agreement recognize and acknowledge that El Dorado County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior

to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

14.7 Form 590. CTSC will file a State of California Form 590, certifying their California residency or, that they have a permanent place of business in California. CTSC will be required to submit a Form 590 prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to CTSC during term of the Agreement.

15. INSURANCE

15.1 Insurance. CTSC shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CTSC maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of CTSC as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the CTSC in the performance of the Agreement.
- D. In the event CTSC is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. CTSC shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. CTSC agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CTSC agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CTSC agrees that no work or services shall be performed prior to the giving of such approval. In the event the CTSC fails to keep in effect at all times insurance coverage as herein provided,

County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. CTSC's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of CTSC's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the CTSC shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CTSC's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event CTSC cannot provide an occurrence policy, CTSC 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.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

EXHIBIT A

PROPOSAL AND QUOTATION FOR COMPUTRUST WINDOWS VERSION EL DORADO COUNTY PUBLIC GUARDIAN 08/10/04 (from 1/12/04)

BACKGROUND INFORMATION

CompuTrust Software Corporation (CTSC) has been specializing in developing software solutions for guardians, conservators and estate administrators since 1982. Today there are clients all across the USA using CompuTrust.

CompuTrust has grown in functionality because of the feedback and input from our clients. All major enhancements were made after in-depth consultation with our clients.

A team of dedicated software developers, support specialists and administrators support our clients from our offices in Morgan Hill, California, as well as a number of telecommuters. If you are a CompuTrust user there is a good chance that over time you will speak with Debbie Dunwoodie, Cheryl, Val, Kristie, Lily, Paula, Debbie, Kelly, Marilyn and Rolf. In addition, we are fortunate to have Jack, Charlie, and Adrian for expert technical advise in developing new software tools.

OUR MISSION STATEMENT

Our goal is to provide state of the art software, support and technology that will enable our customers to manage and administer their caseloads more effectively. We constantly strive to maintain a high level of integrity, character, and excellence. Our fulfillment is derived from the satisfaction of our customers who are dedicated providers of much needed support and services for those less fortunate. We know they have other choices and that our existence depends solely on our ability to seek out and solve problems for them. We take great pride in our products and services and it is our wish that our customers benefit greatly from using them.

SYSTEM BENEFITS

CompuTrust is a suite of integrated systems specifically developed for Public Guardians and Administrators.

Making full use of the integrated modules of CompuTrust means that transactions need only to be entered once and will flow automatically to all the relevant parts of the system. Using CompuTrust to its fullest can mean:

- Reduced clerical effort and cost
- Improved record keeping and service accountability
- Electronic workflow management
- A foundation for improved client services
- A secure environment within which the agency may operate

If used properly, CompuTrust can be compared to a set of arteries connecting all the different

phases of the agency's operation, making sure that individual activities are part of the agency's total service delivery. In this fashion, CompuTrust can become the heart of the administrative and operational functions of the agency.

THE COMPUTRUST SERVICE

We are a software developer, selling and supporting software, with an emphasis on service for our clients. We are constantly striving to improve the quality of our customer service. We see the nature of this service as follows:

Providing our customers the latest, state of the art computer software systems, tailored exactly to their specific business needs.

Replacing the current software systems when new technologies become available for our clients to take advantage. Examples include the use of handheld computers in the field, or imaging for paperless filing.

Training the users of our software. Periodically, customers require additional training due to staffing changes. We offer free training on a regular basis at our offices, and we perform in-house training at the customer site on a per diem rate, plus reasonable travel and related costs.

Technical support. Including patch releases for bug fixes, which we try to provide in a timely manner.

Implementing enhancements based on user feedback. We have several user groups across the country, and we attend these meetings regularly.

Enhancement releases are typically provided to our customers usually once a year.

Seminars conducted either at the client office, or during our training sessions, detail the advantages of various modules. We hope to encourage users to get the maximum benefit from using CompuTrust.

We supply users with quarterly reports of support including information on when a call came in and how long it took us to resolve the problem. We are committed to being accountable to our users.

We have an active User Group that meets once every quarter. CompuTrust Software Corporation very much appreciates the input from our customers. The new Windows version was designed based on input from the User Group.

In summary, our goal is to ensure that our customers can depend on taking advantage of computer technology for maximum productivity, accountability and client service.

In order to reflect our total service concept, we have changed our pricing accordingly. CompuTrust is only available at a monthly usage fee (or an annual fee with a 5% pre-pay discount).

COMPUTRUST USAGE FEE

In order to come up with a fair usage fee for any size agency, the usage fee is based on the number of active cases processed by a customer and the number of users. This means the system will be equally affordable for larger or smaller agencies, since the usage fee will correspond to the size of the benefit the software provides.

It is important that the cost of our usage fee is significantly less than the value of the benefit from using CompuTrust. We have tried to price our usage fee accordingly.

CompuTrust consists of four major modules, namely

1. Functions related to tracking clients' funds and paying bills
2. Inventory, asset management and court accounting
3. Case management
4. Management Information and Decision Support

The new usage fee eliminates the large up-front license fees of the past. The CompuTrust usage fee will not be increased other than annual cost of living increases inline with the CPI.

We believe this is a more attractive fee basis compared us charging for an up-front license fees for new versions of the software. We are truly motivated that our customers are satisfied and want to continue to use CompuTrust.

This usage fee will entitle you to all future upgrades of the software free of charge. Currently we are shipping the Visual Basic Windows version. We are already hard at work developing a fully Internet enabled version. We will never come to you and ask you to pay another large license fee for a new version of CompuTrust.

Included in the usage fee is our Forms Generator and ACH Direct Deposit modules. In addition, you will be entitled to free of further charge telephone support. We also provide support via remote access to our clients.

Annual prepayment of the usage fee will result in a saving of 5% of the quoted usage fee.

The usage fee excludes the cost of hardware, third party software and the one-time cost of software installation, database conversion and training, which are charged for separately.

QUOTATION FOR EL DORADO COUNTY PUBLIC GUARDIAN

I. Implementation Fees (One-Time):

(a) Installation (1 days)	\$ 1,400.00
(b) Site visit and overview	\$ 1,400.00
(c) Training (5 days)	\$ 7,000.00
(d) UniVerse License Workgroup Edition (13 Users @ \$295 per user)	\$ 3,835.00
(e) Data Conversion	\$11,200.00
(f) Omniform Software Master Copy (Software that, designs and links forms to database.)	\$ 118.00
(g) Omniform Software (Software needed on each PC where you wish to merge data into a form, 10 Users @ \$40/per copy)	\$ 443.00
(h) Applicable Sales Tax of \$.725 to above	\$ 1,841.21

Total Implementation Fees: **\$27,237.21**

II. Usage Fees (Recurring):

(a) UniVerse Maintenance Workgroup Edition (13 Users @ \$48 per user annual payment) This entitles you to upgrades plus telephone support during normal business hours. (Maintenance is paid directly to CompuTrust Software Corporation)	\$ 624 annually
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(b) CompuTrust Usage Fee Pricing By Caseload For All Modules, Based On 500 Or Less Active Cases and 13 Users	\$ 1,000 monthly*
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Total Usage Fees Per Year: **\$12,624.00**

*You are entitled to a 5% discount off the CompuTrust Usage Fee if you pay in advance for 1 year's fees in the lump sum of \$12,000.

MAXIMUM AMOUNT OF CONTRACT – INITIAL TERM

The parties agree that the maximum amount of Implementation Fees and Usage Fees under this Agreement for the Initial Term (first year) shall not exceed:

$$\$27,237.21 + \$12,624.00 = \underline{\$39,861.21}$$

This maximum amount does not include any additional costs you may incur during the Initial Term at your election, for example, the cost of additional user licenses, program enhancements or customization services. Maximum amounts for subsequent years shall be calculated per II above, plus any price increases. Please refer to the Agreement for more details.

THIRD PARTY SOFTWARE

CompuTrust uses the *UniVerse* database management system by IBM. The charge is \$295 per user, for up to 24 users for the NT Workgroup Edition plus applicable sales tax.

OmniForm Software allows you to design and link forms to the CompuTrust database.

In order to allow us to do remote trouble-shooting it will be important to ask your IT department to work with us to set up a VPN connection.

We are certain that the EL DORADO COUNTY PUBLIC GUARDIAN will be better served by implementation of CompuTrust. We look forward to a long and happy relationship for many years to come.

UNIVERSE MAINTENANCE

Maintenance is required for the UniVerse database management system from IBM Software. The maintenance will be billed and collected by CompuTrust Software Corporation. Additionally, CompuTrust Software Corporation will provide support for the UniVerse database system. The annual maintenance entitles you to upgrades and telephone support during normal business hours. The charges are \$48 per user for the Workgroup Edition (see II(a) above under "Usage Fees"). This is payable directly to CompuTrust Software Corporation.

PAYMENT TERMS

Payment for the following items are due within 30 days of receipt of software (plus applicable sales taxes):

- UniVerse software fees - see I(d)
- One year's UniVerse maintenance fee - see II(a)
- OmniForm software fees - see I(f) and I(g).

Payment for services are due within 30 days of completion of the specific service item and receipt of invoice.

The first Usage Fee payment is due within 30 days of successful database conversion. A discount of 5% applies for annual prepayment.

PROJECT OUTLINE

Both you and we will need to allocate resources to a project of this nature in order to ensure it will be successful. Project teams on both sides will need to be put into place and they need to have time to do the work. Unless there is a real emergency to get things up and running very quickly and we happen to have free resources available as well, we usually recommend a lead-time of 90 days from the date our office receives the Purchase Order and signed contract. Please see the timeline at the end of this quotation.

During this time necessary preparatory work can be done, such as the ordering of the database software from IBM, the preparation of information on the existing database information, the putting into place of a project steering committee and assigning the project team on both sides.

Installation

CTSC staff will install the UniVerse and CompuTrust software via remote access. We are estimating that installation of the software will require approximately one day.

Database Conversion

Sometimes when an organization decides to switch over to CompuTrust it is critical that any and all data that is stored in the current database that is in use will be successfully converted to CompuTrust.

An important part of the use of a database is the production of statistics and reports. The quality of the reports produced by a system depends, of course, on the quality of the data. This is why in CompuTrust certain fields are set up in such a fashion that you can only select data from a dropdown field rather than enter a value. This makes it possible to prevent that users inadvertently enter an incorrect value, which would pose a problem for reports later on.

It is possible though that the current system in place does not have such strict controls over data entry. We have seen one case where the name of the local city was entered into the database in 69 different ways.

When converting the data to CompuTrust it will be important to isolate any data that would fail the quality controls that are important in CompuTrust.

There may also be a need to convert codes that were in use in the current system to a new value that is going to be used in CompuTrust.

We will also need to review with each customer the meaning of each of the fields that are used in the current system to make sure that we can "point" these fields into the right place in CompuTrust.

It is also useful to review the current data to see if all the fields in the current system are really being used. If for example you have a field in your system into which there was data stored only some 10 years ago and then for only 25 cases, maybe it will not be a good idea to convert that

data into CompuTrust.

We have developed a special toolkit to assist in the database conversion issues outlined above. This toolkit will be applied by us after the initial database review meeting. During the conversion process we will also need to work together with the customer project team so they can review the data and make decisions on what clean-up effort will be required and what data field will and will not be converted. The clean-up effort could be made in the current database or in an interim format that we will provide (for example Access from Microsoft).

The first goal is to do a trial conversion. This trial conversion will be used for user training. It is much better for users to see their own data and their own cases when learning how to use CompuTrust.

Once the user training has been completed successfully and the customer project team has done acceptance testing and approved everything, it will be necessary to do the final database conversion before going live with the new system.

As you can see the database conversion is a very important and central part of any conversion to CompuTrust. Even though we use a special toolkit to make the conversion task easier on us it will still take some time for us to do all the work that is needed in this connection.

Training

Training covers both system administration and project team application training. We have learned that it is best to initiate training after the database conversion has been completed. Seeing your current cases and the data associated with them inside CompuTrust will make it much easier to understand the new system.

Initial Training

Experience shows that conducting one long training session tends to overwhelm our users. We recommend an initial 2-day training session ("train the trainer" works best) where users are given a complete overview of the system.

Practice Sessions

Immediately following the training (and that is very important, i.e. if you wait for some time before working with the system it is so easy to forget what you learned in class) we recommend that the attendees schedule time for practice. We provide an outline of examples and of the work that the users could do. It is ideal to try to push some real cases through the system for this. This will be possible since we plan to have your current database already converted by that time in a test environment.

Follow up Training

During the practice sessions there will be telephone support, of course. Possibly 2 to 3 weeks after the initial training will be a good time for our training consultant to return for another 3 days of training. During this visit more complex issues will be discussed.

Acceptance Testing and Cutover

Once it has been proven that the database has been converted successfully and the project team has been trained and is able to use the new system the acceptance-testing phase can begin. This could be done in parallel with user training or it could precede general user training.

Each department needs to sign off that the new system has been fully tested and found to meet the internal requirements before it makes sense to plan for the cutover.

Once the new system has been accepted it will be necessary to do a final database conversion, since new case data will have been entered into the existing system since the first trial conversion.

Additional Services

It is possible that your agency may require additional support from us. Possible reasons for this could be environmental problems with your computer servers, desktop PCs or printers. You might also want to have additional support for the development of custom in-house reports for use with CompuTrust. Quite a few of our clients set aside as part of the original Purchase Order, a bank of additional services, such as 3 or 5 days of time. Needless to say, if you don't use these additional services we will not bill you for them.

Project Timeline

The following is the proposed schedule for EL DORADO COUNTY PUBLIC GUARDIAN. For illustration purposes we have started the process effective November 1, 2004. The specific durations are based on experiences with other installations and may shift somewhat depending on circumstances.

Completion Date	Task
11/01/04	Receive purchase order from EL DORADO COUNTY PUBLIC GUARDIAN.
11/07/04	CTSC orders UniVerse software.
11/15/04	EL DORADO COUNTY PUBLIC GUARDIAN will provide a preliminary copy of their database with file layouts to CompuTrust Software Corp (CTSC) for the purpose of conducting a trial conversion.
11/15/04	EL DORADO COUNTY PUBLIC GUARDIAN will contact its bank to obtain necessary requirements to establish ACH and Bank Reconciliation file transfers if not already in use.
11/30/04	CTSC to review and document scope of project with EL DORADO COUNTY PUBLIC GUARDIAN project team.
12/15/04	EL DORADO COUNTY PUBLIC GUARDIAN will install Server and necessary hardware (if new hardware is required). IT department will set up a VPN connection to provide remote access by CTSC.
12/20/04	EL DORADO COUNTY PUBLIC GUARDIAN, working with CTSC, will install necessary software on Server and workstations.
12/20/04 to 01/14/05	CTSC supported by EL DORADO COUNTY PUBLIC GUARDIAN undertakes database conversion.
01/14/05	A CTSC representative will spend one day on site to give users an overview of the CompuTrust system. CTSC provides EL DORADO COUNTY PUBLIC GUARDIAN with a CompuTrust training account for testing reports and check printing on stock forms.
01/14/05	CTSC will install the converted trial data on server for review.
01/14/05	A CTSC representative will assist with reviewing the data and making sure everything converted correctly.
01/17/05 to 01/19/05	CTSC will conduct 3 days of on site training with administration and project team from EL DORADO COUNTY PUBLIC GUARDIAN.
01/20/05 to	EL DORADO COUNTY PUBLIC GUARDIAN project team acceptance

01/31/05 test (additional days allowed for holidays).

02/03/05 to CTSC will conduct 2 days of on site follow-up project team training.
02/04/05

02/14/05 to EL DORADO COUNTY PUBLIC GUARDIAN conducts internal user
02/14/05 training.

02/25/05 EL DORADO COUNTY PUBLIC GUARDIAN will provide CTSC with a copy
of their database for the final conversion prior to going live. All data entry into
old system will cease.

02/28/05 EL DORADO COUNTY PUBLIC GUARDIAN and CTSC install converted
data. CTSC will be on site 1 day to ensure CompuTrust is fully functional

EXHIBIT B
COMPUTRUST END USER DOCUMENTATION

