

SOFTWARE FINANCE AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831



AGREEMENT NO.: 3057513

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Humboldt, County of
ADDRESS: 825 5th St Eureka, CA 95501-1107

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)
Development Group, Inc Redding, CA

SOFTWARE AND PAYMENT TERMS

SOFTWARE NAME, VERSION, AND PUBLISHER SEE ATTACHED SCHEDULE

PRIMARY LOCATION OF SOFTWARE USE: 839 4th St Eureka, CA 95501-0515

TERM IN MONTHS: 36 ANNUAL PAYMENT AMOUNT*: \$212,969.49 (*SEE TAXES/SHIPPING SECTION ON PAGE 2 OF THIS AGREEMENT)

THE FIRST ANNUAL PAYMENT IS DUE 30 DAYS AFTER THE COMMENCEMENT DATE OF THIS AGREEMENT. THE SECOND ANNUAL PAYMENT IS DUE ON THE FIRST ANNIVERSARY OF THE DUE DATE OF THE FIRST ANNUAL PAYMENT, AND EACH SUBSEQUENT ANNUAL PAYMENT IS DUE ON THE NEXT SUCCESSIVE ANNIVERSARY OF THE DUE DATE OF THE FIRST ANNUAL PAYMENT.

SOFTWARE COST/AMOUNT FINANCED*: \$578,721.43 DOCUMENT STAMP (IF APPLICABLE): \$0.00

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE PARTIES AGREE THAT THIS AGREEMENT IS BEING ENTERED INTO AND PERFORMED IN THE STATE OF IOWA AND THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, IOWA'S USURY LAWS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAIVE TRANSFER OF VENUE AND ACKNOWLEDGE THAT (A) YOU APPLIED FOR CREDIT WITH US IN IOWA, (B) WE MADE THE DECISION TO EXTEND CREDIT TO YOU IN IOWA, AND (C) THIS AGREEMENT WILL BE INVOICED AND ADMINISTERED IN IOWA (THOUGH YOU MAY BE DIRECTED TO SEND PAYMENTS TO OUR LOCKBOX IN A DIFFERENT STATE). EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

ACKNOWLEDGEMENT OF LIMITATIONS OF SOFTWARE LICENSE(S)

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR RIGHTS IN THE SOFTWARE ARE SUBJECT TO WHATEVER LIMITATIONS MAY EXIST IN ANY AGREEMENT YOU MAY HAVE WITH YOUR VENDOR OR THE PUBLISHER OR LICENSOR OF THE SOFTWARE, INCLUDING LIMITATIONS ON THE TERM OF THE LICENSE, IF APPLICABLE, AND THE MANNER IN WHICH THE SOFTWARE IS DELIVERED OR MADE AVAILABLE TO YOU. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ YOUR LICENSE AGREEMENT(S) AND ALL OTHER RELATED DOCUMENTATION RELATING TO THE SOFTWARE TO DETERMINE YOUR RIGHTS IN THE SOFTWARE.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO FINANCING SOURCE THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE FOR THE FULL AGREEMENT TERM.

(As Stated Above) X
CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

FINANCING SOURCE ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation X
FINANCING SOURCE SIGNATURE PRINT NAME & TITLE DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide financing to you pursuant to this Software Finance Agreement ("Agreement") in connection with your acquisition of rights in the software referenced herein ("Software") from or through your Vendor. In consideration of us now paying your Vendor, on your behalf, the amounts your Vendor invoiced you for the Software, and, if applicable, related installation, training, and/or implementation costs, you unconditionally agree to pay us the principal amount set forth above as the Software Cost/Amount Financed (as may be adjusted pursuant to the Taxes/Shipping section below), with interest thereon at the rate implicit in the annual amounts payable under the terms of this Agreement, which you agree to make each year by the due date. This Agreement will begin on the date we pay your Vendor for the Software or any later date we designate. We may charge you a one-time origination fee of \$109.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of three (3) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If you choose to make any payments under this Agreement early, you will not be entitled to take a discount off of the aggregate amount of the annual payments to be made under this Agreement. We made an investment in this Agreement in reliance on the anticipated stream of cash flows and any early discounted payment would frustrate our purpose in extending you credit under this Agreement. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING YOUR VENDOR FOR THE SOFTWARE ON YOUR BEHALF BASED ON YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON.

SOFTWARE USE. Until your obligations under this Agreement are satisfied in full, you agree to use the Software for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE THE SOFTWARE, YOUR VENDOR, AND THE SOFTWARE PUBLISHER OR LICENSOR BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT YOUR VENDOR OR THE SOFTWARE PUBLISHER OR LICENSOR IS PROVIDING.

ASSIGNMENT. You may not sell, assign or transfer the Software or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Software, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

INACCESSIBILITY OF SOFTWARE. We are not responsible for providing you access to the Software. If you chose to have your Vendor provide you access to the Software through the internet instead of having the Software installed locally on your hardware, any accessibility issues relating to the internet, the Software, or your Vendor are solely your responsibility, and no such issues will relieve you from your obligation to make the payments required by this Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Software. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Software. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

OWNERSHIP. We do not own the Software and cannot transfer any interest in it to you. We are neither responsible for the Software nor the obligations of you or the licensor under any license agreement related to the Software. You agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted to you your right(s) to use the Software to determine those rights and any limitations thereon. You hereby grant us a security interest in the Software to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

TAXES/SHIPPING. You will pay when due all taxes and governmental fees pertaining to or imposed on the Software, the Agreement and any related UCC financing statements, including any applicable document stamps or installment paper dealer tax. We understand that your Vendor's final invoice to you for the Software includes (i) applicable sales tax on your purchase of the Software, and (ii) the Vendor's charge for shipping the Software to you. However, you and we understand that the above-stated Payment amounts and the Software Cost/Amount Financed may have been determined based on a preliminary version of your Vendor's invoice to you, which may not have included the shipping charges (or final shipping charges) and/or sales tax (or final sales tax) on the Software. If so, your actual Payments under this Agreement shall be adjusted accordingly in proportion to the increase (or decrease) in our net funding amount for this Agreement that is represented by such changes in the sales tax and/or shipping charges, as reflected in your Vendor's final invoice to you.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, discounted at 3% per annum. We may also use all other legal remedies available to us, including foreclosing on our security interest in the Software. You agree we may disable the Software if you are in default. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement. To the extent you are permitted by law, you waive all defenses you would otherwise have under the Uniform Commercial Code, if any, and common law.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Software and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

EQUIPMENT SCHEDULE



AGREEMENT NO.: 3057513

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Humboldt, County of**

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
2700 PAN-XDR-ADV-EP	
2700 PAN-XDR-HOST-INST	
50 PAN-XDR-FRNS	
1 PAN-UNIT42-XMDR	
1 PAN-XDR-PREMUSG-SUCCESS	
1 PAN-CONSULT-XDR-U42 -QS-S	

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Humboldt, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 3057513 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement. A copy of this document containing the parties' original or facsimile signatures, or other indication of their intent to agree to the terms set forth herein, shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
	SIGNATURE	NAME & TITLE	DATE

OUR SIGNATURE

GreatAmerica Financial Services Corporation	X		
	SIGNATURE	PRINT NAME & TITLE	DATE