

## **Amendment to PROPRIETARY SOFTWARE LICENSE AGREEMENT**

As of January 15, 2013, the contract entitled PROPRIETARY SOFTWARE LICENSE AGREEMENT between the following parties:

Bitco Software, LLC  
City of Cheney, Washington

**"7. MAINTENANCE PLAN"** in the original contract will be amended to read as follows:

Upon due and punctual payment of the applicable Maintenance Fees, the Customer shall receive:

**New Releases:** From time to time Bitco Software may issue modified or enhanced versions of the Licensed Program, herein referred to as a "New Release", and will provide the Customer with one (1) complete copy of such New Release and one (1) copy of the documentation updates. Following shipment of the New Release materials, the previous release shall remain "current", for purposes hereof, for a period of six (6) months; thereafter, only the New Release will be current. New Releases will only be issued to Customers who have a current Maintenance Plan in effect. Bitco Software shall have no obligation hereunder to furnish the Customer with separately priced components to a Licensed Program or Licensed Materials except as explicitly described in this License Agreement, unless Customer has entered into an additional License Agreement for such separately priced components. Bitco Software shall continue to provide maintenance to the Licensed Program so long as it continues to make the Licensed Program commercially available.

**Service:** Upon receipt of written notice (e-mail acceptable) from the Customer specifying failures or errors found in a Licensed Program, and upon receipt of such additional information as Bitco Software may request, Bitco Software will act in an expeditious manner to correct defects in the current release of such Licensed Program, as long as it has not been substantially altered by Customer. Bitco Software will provide telephone support services during normal business hours Monday through Friday (9:30 AM - 5:00 PM, Pacific Standard Time). Bitco Software is not obligated to perform investigation and/or correction of defects found by Bitco Software to be in other than a current release that has not been substantially altered by the Customer.

The Maintenance Plan shall be automatically renewed on an annual basis and the Customer shall pay therefore according to the then current Maintenance Fee, unless the Customer elects to cancel the annual renewal of the Maintenance Plan, effective upon any anniversary date of the commencement of the Maintenance Plan, by providing written notice to Bitco Software no less than thirty (30) days prior to such anniversary date. Bitco Software shall deliver to Customer an invoice no less than sixty (60) days prior to such anniversary date. Such invoice shall be due and payable within sixty (60) days.

Bitco Software, in its sole discretion, shall establish Maintenance Fees payable under this Section. Notwithstanding the above, for the first three (3) years after contract execution, the annual Maintenance Fees shall not be increased. For years thereafter, any Maintenance Fee increases shall be limited to four percent (4%).

**Services Provided:** Subject to the provisions of paragraph 8 below, and in consideration of the compensation to be paid pursuant to MAINTENANCE PLAN above,

Bitco agrees to provide the following services to Customer during the term of this Agreement with respect to the software provided by Bitco Software:

A) Custom Reports – Bitco will create new Custom Reports as requested by Customer and will modify existing Custom Reports previously created by Bitco for Customer.

B) Permit Console Designs – Bitco Software will design and add new Consoles as requested by Customer, modify existing Console Designs, modify Automation Scripts, and modify current Fee Structures.

C) Documents – Bitco Software will create new Documents and modify existing Documents as requested by Customer.

D) Data Conversions – Bitco Software will create new Data Conversions as part of adding new Consoles and modify existing Data Conversions as requested by Customer.

E) Data Extraction – Bitco Software will perform custom Data Extraction for one time use by Customer regarding Data that is not otherwise included in Reports provided by the computer software.

F) Citizens Connect – Bitco Software will provide modifications to existing settings as requested by Customer.

Telephone Support/On-line –Bitco Software will provide telephone and on-line support to implement changes requested within the scope of subparagraphs 7A through 7F above.

**“C. Software Maintenance Fee”** in the original contract will be amended to read as follows:

Application: PermitTrax™ Suite including Citizens Connect	\$10,000.00
Total Annual Maintenance Fee	\$10,000.00

Customer hereby purchases, as part of this Agreement, the Software Maintenance Plan, commencing upon contract execution and extending for a term of one (1) year. Customer will pay a software maintenance fee equal to (\$10,000.00) for this Software Maintenance Plan.

These changes are the only changes to the original contract. The entire remainder of the original contract remains in full force. This Amendment shall be effective once signed by both parties.

Once signed by both parties, the difference in maintenance already paid for the current year of \$3,800.00 will be invoiced separately to cover the current year.

This Amendment shall be signed by the following:

Representative of Bitco Software, LLC

\_\_\_\_\_  
Name: Cory Jorgensen  
Title: President

Date: \_\_\_\_\_

Representative of City of Cheney, Washington

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_