

**Department of Natural Resources and Environmental Control**  
**CONTRACT AMENDMENT**

This Contract Amendment is made by **Hancock Software, Inc.** ("CONTRACTOR") and the Department of Natural Resources and Environmental Control ("DEPARTMENT") and contains the following four (4) elements as follows:

1. Modification of Section 5 - Time of Performance

Section 5 of the contract is herein amended by striking Section 5 in its entirety and substituting a new section 5 to read as follows:

*"CONTRACTOR shall perform the services outlined in Attachment A until March 31, 2014, whereupon additional contract amendment(s) may, at the discretion of the DEPARTMENT, be executed to extend the contract for any additional period which meets the DEPARTMENT's needs."*

2. Modification of Section 6 - Total cost and Compensation

Section 6 of the contract is herein amended by striking Section 6A in its entirety and substituting a new section 6 to read as follows:

*"It is agreed that the total costs for services under this contract shall not exceed \$66,000. Of that total, \$36,000 is allocated for the first year maintenance fee, and an additional \$30,000 for any custom programming required by the DEPARTMENT."*

3. Modification of Section 7 - Obligations and Payment

Section 7 of the contract is herein amended by striking Section 7B in its entirety and substituting a new section 7B to read as follows:

*"B. Payments made under this contract shall be made upon satisfactory completion, in the Department's reasonable and sole discretion, of activities described in the attached Scope of Work. The payment schedule shall be as follows:*

- 1. The first year's payment of the maintenance fee shall be paid upon execution of this contract amendment.*
- 2. Any custom programming work ordered by the DEPARTMENT beyond routine tasks in the Scope of Work shall be paid at an hourly wage of \$130 and billed monthly.*

4. Modification of Attachment A - Scope of Work

Attachment A (Scope of Services) in the contract is herein amended by striking the Scope of Services in its entirety and substituting a new Attachment A - Scope of Services to read as follows:

*\*Attachment A - Scope of Services*

1. *The CONTRACTOR, shall take all necessary steps to migrate the software over to State servers by July 1, 2013. The DEPARTMENT's Office of Information Technology shall assist in the migration.*
2. *The CONTRACTOR shall be responsible for maintenance of the software system while it resides on the State's servers and the DEPARTMENT shall provide access to the CONTRACTOR to conduct such maintenance as may be required for the full utilization of the system.*
3. *Maintenance shall result in the availability of the system to its intended users on a 24 hour, 7 day a week basis."*
4. *The CONTRACTOR shall, upon a request by the DEPARTMENT, conduct any additional custom programming consistent with the terms of this contract.*

By: Hancock Software, Inc

Name: Lily Li  
Title: President

Original On File

Signature: \_\_\_\_\_  
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By: Department of Natural Resources  
and Environmental Control

Original On File

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

Signature: \_\_\_\_\_