Department of Natural Resources and Environmental Control
CONTRACT AMENDMENT #2

This Contract Amendment is made by **Hancock Software,** Inc. ("CONTRACTOR") and the Department of Natural Resources and Environmental Control ("DEPARTMENT") and contains the following five (5) 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, 2015, 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 cost for services under this contract shall not exceed $~~36~~66,000. Of that total, $18,000 is allocated for the first year maintenance fee, ~~and~~ $18,000 for premium help desk services and $30,000 for customization work as may be requested by Department over the course of the contract term~~.~~.*

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 annual software maintenance fee of $18,000 shall be paid upon execution of this contract amendment.*
> 2. *The annual help desk fee of $18,000 shall be paid upon execution of this contract amendment.*
> 3. *Any custom programming work ordered by the DEPARTMENT shall be paid based on the payment terms in each work order."*

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 – Software Maintenance, ~~and~~ Help Desk Services and Custom Programming
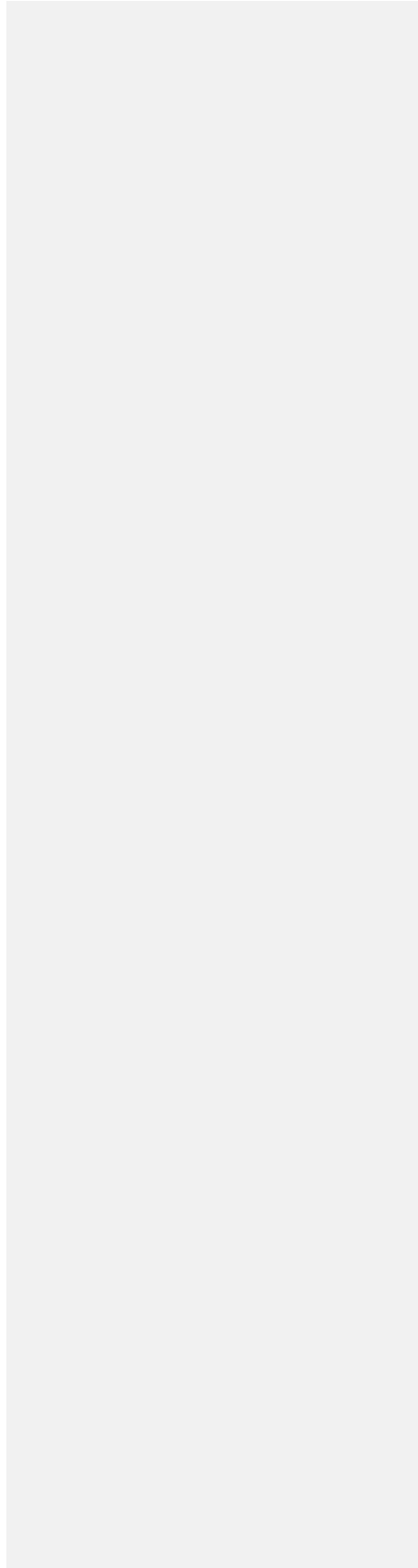
By: Hancock Software

By: Department of Natural Resources and
    Environmental Control

Name: Lily Li
Title: President

Name: Collin 0'Mara
Title: Secretary

Signature:_____

Signature:_____

<u>**Attachment A – Scope of Work**</u>

<u>**Item # 1 – Hancock Premium Support: End User Help Desk and Technical Account Management**</u>:

The help desk services offered under the Hancock Premium Support Program provides step-by-step instructions to Delaware Weatherization Assistance personnel and for up to 4 sub grantees in the use of the WAP Online system, on an as needed basis, Monday to Friday, during the hours of 9:00am to 5:00pm, Eastern Time. It is designed for end-user guidance and instruction on the use of the complete WAP Online System. This instruction is provided via" live support agents" using telephone and email.

Hancock Premium Support also covers the cost of the Hancock's dedicated Technical Account Manager assigned to assist the staff of the Delaware Weatherization Assistance office and up to 4 sub grantees in the ongoing use of the WAP Online System. The assigned Technical Account Manager works closely with the state office and the sub-grantees to ensure the use of the system is being optimize for their use cases.

Not included in the Hancock Premium Support program are onsite training, software development and consulting services such as working with the DOE on program protocol approvals. Professional services outside of the premium support are available via the execution of a work order.

<u>**Item # 2 – Software Maintenance : Application Management, Staging Server Hosting**</u>:

The Hancock annual software maintenance program entitles the licensee to upgrades of the software as they are made available to customers who execute software maintenance contracts. In addition to software updates, the Hancock software maintenance program includes application management services designed to keep the system functioning optimally that include system tuning, the application of bug fixes and patches and the planning, testing and migration of major release of the software. In order to facilitate customer user acceptance testing of upgrades prior to the migration of a release into production, Hancock Software maintains customer staging areas (sandboxes) in its hosting facility in order to support the proper testing of releases to ensure that customer specific software modifications are not adversely impacted by a system update. The staging area is needed even if the Hancock Software production instance is being hosted by the customer.

Hancock breaks down the software maintenance program into 3 general categories.

- Server Hosting (Staging)
- Bug fixes and software upgrades
- Application Management (performance tuning, application of fixes and upgrades, preventative maintenance)

Not included in the Hancock Annual Software Maintenance program are onsite training, software development and consulting services such as working with the DOE on program protocol approvals. Professional services outside of Annual Software Maintenance are available via the execution of a work order.

Item#	Description	Units	Price
1	Annual Premium Help Desk and Support for the period beginning on April 1st, 2014 until March 31st, 2015 for DELAWARE WAP and up to 4 Sub grantees	1	$18,000
2	Annual Software Maintenance and Application Management Support for the period beginning on April 1st, 2014 until March 31st, 2015 for DELAWARE WAP and up to 4 Sub grantees	1	$18,000
	Total		$36,000

<u>**Item # 3 – Custom Programming:**</u>
In the event the Delaware Weatherization Assistance program requests any customization work or other work outside of tasks listed above, Hancock will develop a work order to be reviewed and approved by Delaware.   Any custom programming work ordered by the DEPARTMENT shall be

paid based on the payment terms in each work order."