

## FIFTH AMENDMENT TO CONTRACT

THIS FIFTH AMENDMENT TO CONTRACT (the "Fifth Amendment") dated as of April 1<sup>st</sup>, 2017 (the "Effective Date"), is made by and between Hancock Software, Inc., ("hereinafter referred to as "Hancock"), with its principal offices at 28 Gilleonard Lane, Framingham, Ma 01701 and the Department of Natural Resources and Environmental Control ("hereinafter referred to as DNREC), a state of Delaware Agency with its principal place of business at 100 W. Water Street, Dover, DE 19904

WHEREAS, Hancock and DNREC entered into the Agreement for Professional Services effective as of March 11, 2011 (the "Contract") and

WHEREAS, the Contract is composed of the Agreement for Professional Services signed by the parties (the "Agreement for Professional Services signature page"), Attachment A: Scope of Services, Attachment B: Subgrantee Flow Down Provisions for WAP and SEP Financial Assistance and Attachment C: Hancock Software Inc. Software License Agreement

WHEREAS, the Contract as originally executed has a Time of Performance Provision where the Contract may be extended, by mutual consent, for a total of (10) years, or until March 31<sup>st</sup>, 2021.

WHEREAS, the parties desire to modify certain of the terms and conditions of the Contract.

WHEREAS, a Fourth Amendment to the contract was executed on March 31<sup>st</sup>, 2016 and modified certain terms and conditions of the Contract

In consideration of the promises made herein, Hancock and DNREC agree as follows:

1. Delete Section 7 Obligations and Payments, Section B of the Contract in its entirety
2. Replace Schedule A Order Form;

To the extent of any inconsistency between the terms and conditions of this Fourth Amendment and the Contract the order of priority shall be first the Fifth Amendment, the Fourth Amendment, and then the Contract. Except as modified by this Fifth Amendment, the Fourth Amendment and the Contract shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this First Amendment as of the date set forth above.

By: Hancock Software

By: Department of Natural Resources and  
Environmental Control

Original On File

Original On File

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

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

Name: Lily Li

Name: David S. Small

Title: Founder and CEO

Title: Secretary

**Schedule A – Order Form and Fee Schedule**

	<b>Order Form</b>
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All Hancock Support and Services are subject to the terms and conditions of the Software Maintenance and Hosting Agreement by and between Delaware Department of Natural Resources and Environmental Control (DNREC) and Hancock Software, Corp. dated March 31<sup>st</sup>, 2016 ("Agreement".)

Hancock Software Agreement Number: DNREC-4012017

Order Form Effective Date: 4/1/2017

All other prior agreements, oral or written, are merged into and are superseded by the terms of this agreement. The preprinted portions of a Purchase Order or any other document submitted by the Subscriber in connection with an order for the Product(s) and/or Services shall not add to or vary the terms of this Agreement.

Ship To:	Bill To
<b>Company Name:</b> Delaware Department of Natural Resources and Environmental Control (DNREC) DNREC State Street Commons, 100 W. Water Street Energy & Climate Suite 5A Dover, DE 19904 Attention: Cheryl Gmuer	<b>Company Name:</b> Delaware Department of Natural Resources and Environmental Control (DNREC) DNREC State Street Commons, 100 W. Water Street Energy & Climate Suite 5A Dover, DE 19904 Attention: Cheryl Gmuer

End User: Delaware Department of Natural Resources and Environmental Control (DNREC)				
Part A	Quantity	Monthly Price	Extended Price	Payment Terms
- Hosting of the production system from 4/1/2017 to 3/31/2018	12	\$500	\$6,000	Annually in advance.
- Help desk access for two designated users from 4/1/2017 to 3/31/2018	12	\$1,500	\$18,000	Annually in advance.
- Software Maintenance from 4/1/2017 to 3/31/2018	12	\$2,000	\$24,000	Annually in advance.
<b>Total</b>			<b>\$48,000</b>	
Part B – Professional Service Credits				
Carry Forward of Unused Professional Services Credits	80	\$175	\$14,000	Prepaid in 2016 Contract Amendment.
Part B – Optional HEAT Maintenance				
HEAT Help Desk and Software – Monthly Fee	TBD	\$1,000	TDB	Prorated based on HEAT Acceptance by DNREC

Agreed and Accepted by: Delaware Department of Natural Resources and Environmental Control (DNREC) <p align="center"><b>Original On File</b></p> Signature _____ Name David S. Small Title Secretary, DNREC Date March 31 <sup>st</sup> , 2017	Authorized: Hancock Software, Inc. <p align="center"><b>Original On File</b></p> Signature _____ Name Lily Li Title Founder and CEO Date March 31 <sup>st</sup> , 2017
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