AMENDMENT 1
TO SOFTWARE CONTRACT
License; Clarification of Payment Terms; and Discount

This Amendment is hereby entered into by Colorado CustomWare, Inc. ("CCI") and the County of Gila, an Arizona public entity with its principal place of business at 1400 E. Ash Street, Globe, AZ 85501 ("County") as of the last date of the parties' signatures below. This Amendment is made part of and supersedes elements of the contract between CCI and the County title "Master Services Agreement" dated December 5th, 2007 (the "Agreement"). All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted. The parties agree that the Agreement and its Exhibits and other attachments shall remain in full force and effect unless specifically modified herein.

NOW THEREFORE, the following terms and conditions are hereby amended:

1. Definition of Software. The term "Software" shall mean all software as it relates to the System including Standard Software and Custom Software as defined within the Agreement.

2. Software License. This section supersedes the Agreement § 32, "Quiet Possession and Usage." Upon payment of the Software License Fees under the Agreement and as clarified by this Amendment, CCI grants to the County, and the County accepts, a perpetual, non-transferable, limited, non-exclusive, Software License to: (i) use the Software in object code form as limited by the Agreement and this Amendment; (ii) use the Software only for County's internal business needs; and (iii) make one (1) archival copy of the Software that is currently installed on County's hardware provided the County affixes to any such copy all copyright, confidentiality, and proprietary notices that appear on the original, the County gives written notice to CCI of the existence of such archival copy, and such archival copy is subject to all limitations set forth in the Agreement. All rights not expressly granted hereunder shall be reserved to CCI. Additionally, the County shall not, sublicense, sell, rent, transfer, distribute or otherwise commercially exploit or make the Software available to any third-party. The County and all of its users who have the right to use the Software on behalf of the County under the Agreement, will be bound to and comply with the Agreement. This license grant is effective upon the County's acceptance of this Amendment, indicated by the signature on this Amendment of an authorized signatory of the County.

   The County shall not, directly or indirectly (i) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software, or any portion thereof; (ii) make more copies of the Software than is specified in the Agreement, this Amendment, or allowed by applicable law, despite this limitation; (iii) publish or otherwise display the Software including any screenshots of the Software, for others to copy; (iv) modify or create a derivative work of any part of the Software; (v) use the Software other than as, or for any purpose other than that, set forth in the Agreement or in any application that may involve risks of death, personal injury, severe property damage, or environmental damage; and (vi) file copyright or patent applications that include the Software or take any other action that may transfer any intellectual property rights in the Software to any person or entity other than CCI. The County recognizes that the Software is itself proprietary information and shall use at least the same degree of care as it uses to protect its own proprietary information of similar kind, but in no event shall such care be less than commercially reasonable, so as to protect the Software without limiting the generality of the foregoing. For avoidance of doubt, the archival copy of the Software the County is permitted to keep hereunder may be used only to comply with the County's record keeping obligations under applicable law and for no other purpose.

3. Term. This section supersedes the Agreement § 6, "Term of Agreement." The term of the Software License granted hereunder shall begin December 5th, 2007 and continue in perpetuity.

   The term for support and other services as stated within the Agreement shall be for ten (10) years expiring March 31st, 2018. Upon the expiration of the term, CCI and the County may mutually agree to renew the contract for additional one (1) year terms thereafter. Any stipulated fees are subject to change upon any renewal.

4. Payments. The annual payments described within the Agreement are made in consideration of the Software License and the installation and related services of the System which have been already completed ("Software License Fee"), and for separate on-going support of the software ("Support Fee"). These annual payments are based upon the quantity of parcels within the corporate limits of the County. Support Fees are payable net 30 days as billed. In addition to any amounts already paid under the Agreement, the parties acknowledge the County's annual payment obligations to CCI for the remainder of the term are as follows:

Annual Period	Estimated Parcels	Rate per Parcel	Software License Fee	Support Fee	Annual Payment
April, 2013 – March, 2014	43,078	$2.35	$76,247.96	$24,985.34	$101,233.30
April, 2014 – March, 2015	43,078	$2.35	$69,540.26	$31,693.04	$101,233.30
April, 2015 – March, 2016	43,078	$2.35	$69,540.26	$31,693.04	$101,233.30
April, 2016 – March, 2017	43,078	$2.35	$69,540.26	$31,693.04	$101,233.30
April, 2017 – March, 2018	43,078	$2.35	$69,540.26	$31,693.04	$101,233.30
		TOTAL	**$354,409.00***	**$151,757.50**	**$506,166.50**

* This and amounts previously paid to CCI represent the entire purchase price of the Software Licenses in connection with the project.

5. Discount. If (i) this Amendment is executed on or before April 2nd, 2013 and (ii) the County subsequently enters into a separate agreement with Zions Bancorporation to finance the Software License Fees and (iii) pays a reduced amount directly to CCI upon execution of this document of **Ninety-One Thousand One Hundred Nine Dollars and Ninety-Nine Cents ($91,109.99)** for 2013, then the County shall be entitled to a ten percent (10%) discount applied to (i) the gross total of the Software License Fees such that the County shall be obligated to pay no more than **Two Hundred Fifty Thousand Three Hundred Forty-Four Dollars and Eighty-Five Cents ($250,344.85)** for such gross total of the Software License Fees; plus (ii) the annual Support Fees payable to CCI (detailed below). The sum of $250,344.85 represents the total out-of-pocket expense for Software License Fees and includes the interest charged at the rate of Three and One Quarter Percent (3.25%) for a four (4) year lease term. The cash price payable to CCI prior to Feb 15th, 2013 is **Two Hundred Thirty-One Thousand Three Hundred Thirty-Five Dollars and Ninety Cents ($231,335.90).**

Annual Period	Software License Fee	Support Fee (TO CCI)	Annual Payment
April, 2013 – March, 2014*	$62,586.21	$28,523.78	$91,109.99*
April, 2014 – March, 2015	$62,586.21	$28,523.78	$91,109.99
April, 2015 – March, 2016	$62,586.21	$28,523.78	$91,109.99
April, 2016 – March, 2017	$62,586.21	$28,523.78	$91,109.99
April, 2017 – March, 2018	$62,586.22	$28,523.77	$91,109.99
TOTAL	**$312,931.06**	**$142,618.89**	**$455,549.95**

**** Paid directly to CCI***

6. Termination. Any termination of the Agreement and this Amendment shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination including the County's obligation to pay any fees due.

By signing below, the parties represent and warrant that they have read and understand the provisions of this Amendment, as well as the terms and conditions set forth in the Agreement.

County of Gila, Arizona

By: Michael A. Pastor

Michael A. Pastor
Chairman, Board of Supervisors

Printed Name & Title

Date: 4-2-2013

Colorado CustomWare, Inc.

By: Lori Burger

President

Printed Name & Title

Date: 3/25/2013