_____

Cityworks®

AMENDMENT #3
CITYWORKS ® UPDATE & SUPPORT AGREEMENT
Contract No. C146610

By accepting this order both parties agree to amend the Master Update & Support Agreement Contract No. **C146610** between the **City of Hudson, OH** (Licensee) and **Azteca Systems, Inc.** dated **8/1/2010**, which is incorporated herein by reference, to include the above update and support agreement. Azteca Systems and the User have entered into an amended update and support agreement with respect to use of Cityworks® software; and User also desires to amend the software Update & Support services from Azteca Systems with respect to such Software.

9.　IDENTIFICATION AND AMOUNTS

　　9.2　User Agreement: Between Azteca Systems and the User dated:

　　　(a) Effective Date of Amendment: **upon execution**　　　　　Initial _____

　　　(b) Enterprise License annual fee (U&S included):　　　　　Initial _____

02/01/2014 – 01/31/2015	**(year 4)**	**$27,980.00**
02/01/2015 – 01/31/2016	**(year 5)**	**$32,175.00**

　　9.3(a) Description of Covered Software:

　　　　　　　Cityworks Server PLL – 8 Subscription Logins

　　　　　　　Cityworks Advanced Departmental AMS Enterprise License including:

　　　　　　　Unlimited deployment in the Public Works Dept. including: Cityworks Server AMS, Desktop, Anywhere, Storeroom, Equipment Manager, CCTV Interface, MicroPaver Interface, and Citizen Engagement API
　　　　　　　Included applications can be installed on any number of computers throughout the Department, and have unlimited simultaneous use.

　　　　　　　　　　Initial _____

10. DATA CONFIDENTIALITY STATEMENT:

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects ("bugs").   At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client

Initial _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

City of Hudson, OH   Azteca Systems, Inc.
(Licensee)   (Azteca)

By: _____   By: _____
        Authorized Signature   Authorized Signature

Printed Name: _____   Printed Name: Brian L. Haslam

Title: _____   Title: President

Date: _____/_____/_____   Date: _____/_____/_____