

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	00006974.0	Amendment Contract Number	00007731.0

This Agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: **ImageTrend, LLC**, Minnesota corporation (hereinafter "ImageTrend")

AND: **Burleson Fire Department** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Burleson Fire Department and ImageTrend, LLC.

1. The purpose of this Amendment is for Client to modify the Original Contract and Client's existing product orders and/or add new product items as outlined below in the Price Sheet attachment.
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	_____	ImageTrend	_____
<u>Signature:</u>	_____	<u>Signature:</u>	_____
<u>Print Name:</u>	_____	<u>Print Name:</u>	_____
<u>Title:</u>	_____	<u>Title:</u>	_____
<u>Date:</u>	_____	<u>Date:</u>	_____

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
5,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Microsoft Azure Active Directory SSO Setup	ELT.003.002.031	\$2,475.00	1	\$2,475.00
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	\$200.00	8	\$1,600.00
Total One-Time Fees:				\$4,075.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
IP Address Restriction	ELT.001.002.061	\$3,000.00	1	\$3,000.00
Microsoft Azure Active Directory SSO	ELT.001.002.076	\$3,825.00	1	\$3,825.00
Total Recurring Fees:				\$6,825.00
TOTAL YEAR 1:				<u>\$10,900.00</u>

Send Invoices To:

Casey Davis
cdavis@burlesontx.com
828 SW Alsbury Blvd.
Burleson, TX 76028

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.