

Amendment 1

to

Software License Agreement

#R195-2011

R-124-2017
Original: R-195-2011
Contract #: 279-2011

TO BE ATTACHED TO AND MADE A PART OF the above identified contract by and between FATPOT Technologies, LLC, referred to as FATPOT and, Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services, referred to as LICENSEE.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

SECTION 5.5(a): Term

This agreement shall become effective upon the execution of this agreement by and between FATPOT and the licensee and shall continue for an initial one (1) year period. The agreement shall thereafter automatically renew for further terms of one (1) year unless otherwise terminated by either party given the other not less than thirty (30) days written notice of such termination prior to any anniversary of the renewal date.

SECTION 6.4: Governing Law

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky with jurisdiction In Fayette County, Commonwealth of Kentucky.

SCHEDULE C - PROJECT PRICING

ANNUAL MAINTENANCE CHARGES

Annual maintenance charges are due and payable upon execution of this amendment as outlined below.

Ongoing annual maintenance charges for the next five years are shown below. These figures include a one percent cost of living increase per year. Payments are to be made each year on or before the current year's renewal period has ended.

Renewal Period	Description	Unit Sale	Extended Sale
Jan 1 - June 30, 2017*	Renewal Period #1	\$31,530.00	\$15,765.00
July 1, 2017 - June 30, 2018	Renewal Period #2	\$32,475.90	\$32,475.90
July 1, 2018 - June 30, 2019	Renewal Period #3	\$33,450.18	\$33,450.18
July 1, 2019 - June 30, 2020	Renewal Period #4	\$34,453.68	\$34,453.68
July 1, 2020 - June 30, 2021	Renewal Period #5	\$35,487.29	\$35,487.29

*First renewal term has been paid in full.

Effective Date of Amendment: 12/31/2016

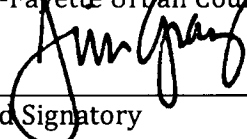
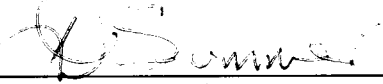
All other conditions and terms in the original contract and previous amendments remain the same.

[EXECUTION ON NEXT PAGE]

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

FATPOT TECHNOLOGIES, LLC

Lexington-Fayette Urban County Government



John D Sumner, Chief Operations Officer

Authorized Signatory

1/31/2017

Jim Gray

Date Signed

Name

Mayor

Title

2-Mar-2017

Date Signed