

**Amendment 1 to
Software Maintenance and Support Agreement**

This Amendment No. 1 (the "**Amendment**") to that certain Software Maintenance and Support Agreement (the "**Agreement**") dated June 4th, 2014, by and between Goodin Associates Ltd. ("**GAL**") and Union County State's Attorney ("**CLIENT**"), is made part of and incorporated into the Agreement as of June 18, 2014. All capitalized terms not defined in this Amendment will have the meaning ascribed to them in the Agreement.

The following terms and conditions are incorporated into, made part of, and amend, the Agreement:

1. Responsibilities of GAL

- 1.1. GAL shall provide to CLIENT a computer (hereinafter "GAL PC") to allow GAL to remotely access the CLIENT's network to enable GAL to provide Maintenance Services pursuant to the Agreement.
- 1.2. **GAL PC Support Services.** At a date and time chosen by GAL in its sole and absolute discretion, GAL shall provide the following maintenance and support services with respect to the GAL PC (hereinafter "GAL PC Support Services"):
 - 1.2.1. upgrading and patching the operating system and programs installed on the GAL PC; and
 - 1.2.2. maintaining and repairing of the GAL PC as necessary as determined in GAL's sole and absolute discretion.
- 1.3. **Switching GAL PCs.** If GAL determines in its sole and absolute discretion that it is necessary to repossess the GAL PC in order to perform GAL PC Support Services, CLIENT shall ship the GAL PC in its possession and GAL shall provide CLIENT with an alternate GAL PC, selected by GAL in its sole and absolute discretion from the pool of GAL PCs managed by GAL.

2. Fees

In exchange for the GAL PC Support Services described in this Amendment, CLIENT agrees to pay GAL the total of the fees set forth on Exhibit A hereof. Payment of such fees shall be due in full to GAL net 45 days from the date of invoice.

3. Responsibilities of the CLIENT

- 3.1. Pursuant to its obligation to provide remote access under Section 3. of the Agreement, CLIENT agrees to connect and enable access to and use of the GAL PC.
- 3.2. **CLIENT Security Obligations.** CLIENT shall implement and maintain reasonable technical, administrative and physical security controls and policies to protect the confidentiality, integrity and availability of the GAL PC and systems, hardware, software networks and data in Client's care, custody or control, and data thereon, and prevent and mitigate theft, loss or unauthorized access or use thereof, which are at least consistent with generally accepted industry standards. Such controls shall include, but not be limited to the following:
 - 3.2.1. maintenance of the GAL PC behind a network firewall (independent of and in addition to any firewall installed on the GAL PC by GAL) that meets and is configured according to generally accepted industry standards; and

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3.2.2. limiting access (including but not limited to physical and logical access) to the GAL PC to those persons with a need to access the GAL PC.

In addition, at all times CLIENT shall comply with GAL's requests for reasonable action on CLIENT's part to maintain the confidentiality, security, availability and integrity of the GAL PC. CLIENT agrees and acknowledges that for security reasons, GAL generally will not provide CLIENT with the password to access the GAL PC; the provision of the GAL PC password to CLIENT shall be in GAL's sole and absolute discretion.

3.3. **Shipping Obligations.** When, pursuant to subsection 1.3 or section 4. of this Amendment, one party is obliged to ship a GAL PC to the other party, the shipping party shall be responsible for arranging and paying for such shipping. Furthermore, the shipping party shall:

3.3.1. use its best efforts to safely and securely pack any GAL PC that it ships to prevent any damage to the GAL PC;

3.3.2. ship such GAL PCs in its original packaging, as such packaging may be necessary in order to obtain insurance for the shipment of such GAL PC;

3.3.3. prior to shipping, the shipping party shall purchase shipping insurance with respect to the GAL PC for the full replacement cost of the GAL PC; and

3.3.4. use a shipping method that allows for package tracking and insurance, and provide the receiving party with tracking information, insurance information and other information about the shipment as may be requested. All such shipping insurance shall be for the full replacement cost of the GAL PC.

In the event of any loss or damage is not covered by the applicable insurance, the shipping party shall be responsible for the replacement cost of the GAL PC.

3.4. **Assistance.** CLIENT shall provide GAL with reasonable and timely assistance with the diagnosis and resolution of issues affecting the functioning of the GAL PC, including but not limited to providing a monitor for temporary use during such efforts and assigning CLIENT personnel to work with GAL to diagnose and resolve such issues. CLIENT agrees and acknowledges that the ability of GAL to provide GAL PC Support Services is contingent on such reasonable and timely assistance from CLIENT.

3.5. **Limited Use of GAL PC.** The GAL PC is intended to support the GAL PC Support Services referenced herein and provide other functionalities as determined in GAL's sole and absolute discretion. CLIENT shall not utilize the GAL PC for any other purpose unless explicitly authorized in writing by GAL.

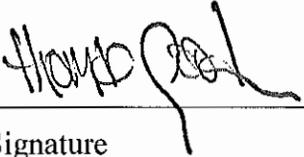
4. **Return of GAL PC.** Upon the termination or expiration of this Agreement or Amendment for whatever reason, CLIENT shall, subject to the obligations herein, promptly ship any GAL PC in its possession to GAL (but in all events no later than seven (7) business days after such termination or expiration). Failure to do so shall obligate CLIENT to reimburse GAL for the replacement cost of the GAL PC. This subsection shall survive the termination or expiration of Agreement or Amendment for any reason and shall remain in effect after any such termination or expiration.

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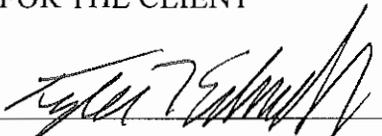
- 5. Ownership of GAL PC.** GAL solely retains, now and forever, all right, title, ownership and interest in all GAL PCs. Nothing herein shall be construed as providing any ownership or interest in any GAL PC to CLIENT.
- 6. Downtime.** GAL reserves the right, without notice, in its sole and absolute discretion, to shut down or discontinue access to the GAL PC for maintenance, replacement or otherwise. CLIENT acknowledges and agrees that from time-to-time GAL may be unable to perform its duties under the Agreement because of a shut down or the inaccessibility of the GAL PC due to network outages, network failures or other events, including but not limited to maintenance or replacement of a GAL PC, and events referenced in Section 1.3 of this Amendment and Section 12), paragraph c) of the Agreement. The parties agree that GAL's inability to perform its duties under the Agreement because of a shut down or inaccessibility of the GAL PC for any reason shall not equate to or be considered a breach of the Agreement.

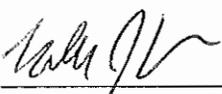
IN WITNESS WHEREOF, the parties hereto agree to the amendments set forth herein and have executed this Amendment by their officers thereunto duly authorized as of the date of signature.

FOR GOODIN ASSOCIATES LTD.

	President, Goodin Associates Ltd.	JUN 18 2014
Signature	Title	Date

FOR THE CLIENT

	State's Attorney	6-24-14
Signature	Title	Date

	CIO	06/24/2014
Signature	Title	Date

