Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070

**Cityworks**™

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**AMENDMENT #2**
**CITYWORKS ® UPDATE & SUPPORT AGREEMENT**
**Contract No.**

By accepting this order both parties agree to amend the Master Update & Support Agreement Contract No. **C132207** between the **City of Rapid City, SD** (Licensee) and **Azteca Systems, Inc.** dated **03/19/2007,** 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:  **11/19/2009**          Initial _____

(b) Fee for Existing Update & Support period:

   **$60,000.00**          Initial _____

(c) Adjustment of ELA to previous licensing:

   **$10,285.00**          Initial _____

(d) Renewal Fee for successive Update & Support periods:
      **(beginning 1/1/2010)**

   **$10,285.00**          Initial _____

9.3 (a) Description of Covered Software:

   **5 named/fixed seats of Cityworks Desktop**
   **3named/fixed seats of Cityworks Service Request**
   **2 concurrent seats of Cityworks Desktop**
   **1 CCTV Interface**          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 Rapid City, SD                               Azteca Systems, Inc.
(Licensee)                                           (Azteca)


By: _____         By: _____
        Authorized Signature                            Authorized Signature


Printed Name: _____          Printed Name:  Brian L. Haslam_____


Title: _____          Title:  President_____


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


Witness

By:_____         By:_____