

CONTRACT AMENDMENT NUMBER 2

I. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Excent Corporation (hereinafter called Contractor), 60 King Street, Roswell, Georgia 30075, and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

II. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

III. FACTUAL RECITALS

The Parties entered into the Contract to deliver, implement, and maintain, during the term of this Contract, a data management system ("ESSU Data Management System," "Data Management System," or "System") that will assist in the documentation and reporting of Colorado's special education student information. The purpose of the amendment is to revise the deliverables table to reflect revised payment terms.

IV. CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

V. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

VI. MODIFICATIONS

The Amendment and all prior amendments thereto, if any, are modified as follows:

A. The table that follows Paragraph VII.E. shall be revised as set forth below:

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
Year One Product License and Support	IEP system Behavior discipline component RtI component for students with disabilities or suspected of having disabilities	Upon contract effective date		\$0. Completed
Year One Product License and Support	Indicator scorecard represented by a summary tab in the ESSU data management system providing for comparisons of AUs on compliance and performance Subsequent reports to be developed within six months of completion of the summary tab	Upon phase completion		\$100,000 \$25,000

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
Year One Product License and Support	<p>Enrich State (see paragraph VI.C.5.c.) represented by the ESSU data management system, student record transfer and ADA compliance of Enrich</p> <p>Subsequent reports to be developed within six months of completion of each tab within the data management system</p>	Upon phase completion		<p>\$100,000</p> <p>\$25,000</p>
Server Setup and configuration	<p>Testing and verification in test environment</p> <p>Integration with CDE network</p> <p>Software installation in production environment</p> <p>Testing and verification</p>	Upon phase completion	4 Weeks	\$0. Completed
Professional Services	<p>Business analysis</p> <p>Form review and creation</p> <p>Report development</p>	Monthly	16 Weeks	\$0. Completed
Data Conversion	<p>Data analysis and conversion planning</p> <p>Testing and verification</p>	Upon phase completion	8 Weeks	\$0. Completed
Product Training	<p>Development of training plan</p> <p>System administrator training</p> <p>Enrich product training</p>	Upon phase completion	12 Weeks	\$0. Completed
Totals				\$250,000

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
Year 2 Product License and Support Effective Date	Upon 1 st Anniversary of			\$0. Completed
Year 3 Product License and Support Effective Date	Upon 2 nd Anniversary of			\$0. Completed
Year 4 Product License and Support Effective Date	Upon 3 rd Anniversary of			\$783,000.00
Year 5 Product License and Support Effective Date	Upon 4 th Anniversary of			\$783,000.00

VII. START DATE

This Amendment shall take effect on the later of its Effective Date or March 31, 2015.

VIII. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

IX. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR

Excent Corporation

By: David Craig
Name of Authorized Individual

Title: President
Official title of Authorized Individual

*Signature [Signature]

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Colorado Department of Education
Robert K. Hammond, Commissioner

By: [Signature]
Robert K. Hammond, Commissioner

Date: 4-1-15

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: [Signature]
Dave Grier, CDE Controller

Date: 4-1-15