AMENDMENT NUMBER 1 TO CONTRACT NUMBER 346195
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND IMAGETREND, INC.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and IMAGETREND, INC., located at 20855 Kensington Blvd, Lakeville, MN 55044.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated October 22, 2014, Metro Contract numbered 346195, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment effects the following changes to the contract as described in the supporting documentation herein:

1. Adds the Investigations module to the existing software platform.

2. Adds $15,000.00 to the estimated contract value which results in a new contract value of $515,000.00.

3. Adds Attachment D Software Licensing Agreement to the contract.

4. Adds Iran Divestment Act language to the contract as follows:

   "In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts."

This amendment shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Attachment D

SOFTWARE LICENSING AGREEMENT AMENDMENT

CONTRACT NO.: 346195

AMENDMENT: 001

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, INC.**, a Minnesota corporation (hereinafter "IMAGETREND")

AND: **NASHVILLE FIRE DEPARTMENT** (hereinafter "CLIENT").

The CLIENT and IMAGETREND mutually agree to the following changes to the original Contract between Nashville Fire Department and ImageTrend, Inc. for Software Licensing Agreement.

1. The purpose of this Amendment is for CLIENT to purchase Investigations as quoted in QUO-02294-J9G4G3 included and outlined below in Exhibit A – Pricing Agreement.
2. This Amendment also includes updates and/or additions to the original Agreement as detailed in Exhibit B – Tax Exemption Certification
3. The Amendment does not change any previously-agreed-to ending date for the original Contract itself.
4. All other terms and conditions remain the same.
5. Product functionality has been reviewed and no customization is anticipated. Out of Scope customization is $175.00/hour and performed only under mutually agreed upon Statement of Work.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

"CLIENT"	"IMAGETREND"
By:_____	By:_____
Name:_____	Name: Michael J. McBrady
Title:_____	Title: President
Dated: _____	Dated: _____

EXHIBIT A – PRICING AGREEMENT

Pricing Agreement per Quote QUO-02294-J9G4G3

Description	Units	Price	Extended
Investigations	1	$15,000.00	$15,000.00
TOTAL Recurring Fees			**$15,000.00**
TOTAL Year 1			**$15,000.00**

Optional^	Units	Price	Extended
Out of Scope billed at $175/Hour		$ 175.00	
Additional Onsite Training Sessions		$ 1,000.00	
Travel per Trainer (for Onsite at Client's Facility Training)		$ 1,500.00	

^The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

Payment Terms:

a. The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.
b. The Annual Recurring Fees will be billed annually in advance.
c. If there is a delay in acceptance on items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
d. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
e. CLIENT agrees 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.
f. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.

Pricing escalation factors:

a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of $15/10GB/month for Storage.

Statements/Invoices should be mailed to:

Rusty Lacy
Nashville Fire Department
63 Hermitage Avenue
Nasvhille, TN 37210
(615) 862-5257

rusty.lacy@nashville.gov

ImageTrend Salesperson Contact:

Matt Rye
952-469-1589
mrye@imagetrend.com
contracts@imagetrend.com

EXHIBIT B –TAX EXEMPTION CERTIFICATE

Client to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

TENNESSEE DEPARTMENT OF REVENUE
NASHVILLE

GOVERNMENT CERTIFICATE OF EXEMPTION

2-620694743-014-4

To: _____

_____
Vendor

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of such government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency: Metropolitan Government of Nashville and Davidson County

Date: _____

Signed: Michelle D. Hernandez-Lane

Title: Purchasing Agent and Assistant Finance Director

RV-F1301301

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Metropolitan Attorney

Contract Number 346195

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

William Swann — UAB
Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — MD
Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Neal — AN — RS
Director of Finance — OMB — BA

APPROVED AS TO FORM AND LEGALITY:

Cynthia Gross — BC
Metropolitan Attorney — Insurance

David Briley — EP
Metropolitan Mayor — COO

ATTESTED:

Metropolitan Clerk — Date

CONTRACTOR

ImageTrend, Inc.
Company Name

Michael J. McBrady
Signature of Company's Contracting Officer

Michael J. McBrady
Officer's Name

President / CEO
Officer's Title

DocuSign Envelope ID: 6191C5F8-697B-46C4-850C-A2743663F75C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associated Benefits and Risk Consulting
6000 Clearwater Drive
Minnetonka MN 55343

CONTACT NAME: Jenny Saylor
PHONE (A/C, No, Ext): 952-947-9700 FAX (A/C, No): 952-947-9793
E-MAIL ADDRESS: jenny.saylor@associatedbrc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company/Chubb	20281
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED IMAGE13
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville MN 55044

COVERAGES CERTIFICATE NUMBER: 1219407615 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	41UUNZT8493	6/15/2018	6/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	41UUNZT8493	6/15/2018	6/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	Y	Y	41XHUZT339	6/15/2018	6/15/2019	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	41WEAB6LMI	6/15/2018	6/15/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
B A	Technology Prof/Cyber Liability 3rd Party Crime/Fidelity	Y		41TE0330029 18 82477411	6/15/2018 6/15/2018	6/15/2019 6/15/2019	Occ/Aggregate Limit Limit	$5,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Network Security and Privacy Injury Liability are included in the Technology Errors & Omissions/Professional Liability. GENERAL LIABILITY - Blanket Additional Insured, Primary/Non-Contributory and Waiver of Subrogation (Endorsement #HG00010916); COMMERICAL AUTO - Blanket Additional Insured, Primary-Non-Contributory, Waiver of Subrogation (Endorsement #HA99160212); WORKERS COMPENSATION Blanket Waiver of Subrogation (Endorsement #000313) as required by written agreement or contract.

CERTIFICATE HOLDER

Purchasing Agent, Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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