

20851

**AMENDMENT TO AGREEMENT  
BETWEEN  
DATA RESEARCH ASSOCIATES, INC.  
AND  
CITY COLLEGES OF CHICAGO**

WHEREAS, DATA RESEARCH ASSOCIATES, INC. ("Data Research") and the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, on behalf of CITY COLLEGES OF CHICAGO, ("Customer") are parties to a License Agreement dated January 10, 1997, ("Agreement") and Agreement for Software Support, Maintenance and Update Service, dated January 10, 1997 ("Support Agreement"); and

WHEREAS, parties desire to amend the Agreement to modify the products and services provided by Data Research;

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following modifications to the Agreement

1. Data Research agrees to repurchase from Customer the products listed in Appendix A of the Agreement under the heading "Central Site Components", for the price paid by Customer totaling \$88,624.00. Data Research and Customer agree to work together to arrange for the deinstallation and shipment of these products to Data Research's headquarters, at Data Research's expense.
2. Data Research will provide for Customer's use at no additional cost, the following items:
  - ▶ At Data Research's St. Louis, MO headquarters, a Central Processor which has been loaded with Customer's database, and the Applications Software licensed to the Customer under the Agreement.
  - ▶ At Data Research's St. Louis, MO headquarters, an NT Server, for the purpose of implementing the DRA Web2 software.
  - ▶ A T-1 line from Customer's central site to Data Research's Chicago POP.
3. Customer agrees to provide network connectivity from Data Research's router to Customer's network.
4. Data Research agrees to provide the following services to Customer at no additional cost:
  - ▶ Installation and continuous monitoring of the System;
  - ▶ System upgrades and reorganizations as necessary;
  - ▶ File maintenance and backups;
  - ▶ Designation of a special Data Research support person familiar with Customer's system to assist Customer via telephone as necessary.
5. The warranty period for the Data Research Application Software will begin upon Customer's acceptance that the system is operational and available for Customer's use. Upon expiration of the applicable warranty periods, Customer will begin paying software maintenance fees in accordance with the Support Agreement.
6. The parties agree to work together to develop a schedule for this implementation, and commit to maintaining this arrangement for a period of two (2) years. At the end of the two (2) year period, the parties shall evaluate the operation, and plan for the future.
7. In consideration of the foregoing, Customer forever releases Data Research from any obligation to provide Classic Applications Software functioning on a Digital UNIX platform.

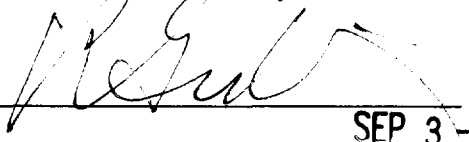
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Except as hereinabove mentioned, the Agreement and Support Agreement between the parties are unchanged, and the applicable portions shall remain in full force and effect.

Dated this 28 day of September, 1998.


**BOARD OF TRUSTEES  
OF COMMUNITY COLLEGE DISTRICT  
NO. 508, COUNTY OF COOK  
AND STATE OF ILLINOIS  
ON BEHALF OF CITY COLLEGES OF CHICAGO**

**DATA RESEARCH ASSOCIATES, INC.**

By:   
SEP 3 - 1998  
Title: CHAIRMAN OF THE BOARD

By:   
Michael J. Mellinger  
President and CEO

Attest:   
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM  
  
GENERAL COUNSEL  
