

Exhibit 1

1. The SOW Terms and Conditions shall be amended as follows:
 - a. Deposco must notify Company prior to exceeding the total estimated hours for the implementation.

2. The Agreement shall be amended as follows:
 - a. The last sentence in Section 3.2.3 "Service Credit(s) will be Company's sole and exclusive remedy for Deposco's failure to comply with the Uptime Commitment." is hereby amended and replaced with the following: "Should Deposco fail to comply with 99.5% Uptime Commitment for three (3) consecutive months, provided such unavailability is reported by Company to Deposco in writing within 30 days of its occurrence with sufficient evidence of the unavailability, such as the date and time of the occurrence, Company shall have the right to terminate this Agreement.
 - b. Section 15.3 is hereby amended to remove "Except in the event the Agreement is terminated by Deposco pursuant to Section 15.1 or if Company has any outstanding payments due to Deposco,".
 - c. Section 15.3 is hereby amended to add "In the event the Agreement is terminated by Company for Deposco's breach of the agreement, Company will be reimbursed for any amounts prepaid for subscription fees".

DS
BG

DS
JA