

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”), and **VERSATERM, INC.**, (the “Contractor”), a corporation duly incorporated under the laws of Canada having its office located at 2300 Carling Avenue, Ottawa, Ontario, Canada K2B 7G1 hereinafter referred to as “Versaterm” collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Application Software Support Agreement dated December 9, 2008 and as amended on December 27, 2011, February 28, 2012, September 12, 2014, and November 28, 2017, to provide maintenance for the Police Department’s RMS System, supported RMS Interfaces, and Mobile Workstations (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to revise Annex A, extend the term, and increase the compensation to Versaterm; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Annex A, A-1 and A-2...” in the existing Application Software Support Agreement shall be amended to read: “...Annex A-3 as applicable...” The Denver Police 2021-23 Consolidated Maint/Supt. marked as Annex A-3 is attached and incorporated by reference.

2. Article 4.1 of the Agreement entitled “Support Period” is hereby amended to read as follows:

“4.1 The Support Period (the Agreement term) will commence on November 1, 2008, and continue for an additional period of thirty-seven (37) months through December 31, 2023. The Support Period will end automatically upon termination of the License, if that event occurs. The Agreement may be continued on a year to year basis upon agreement by both Parties and amendment to the Agreement.”

3. Article 6.5 of the Agreement entitled “**SUPPORT FEE AND PAYMENT TERMS**” is hereby amended to read as follows:

“6.5 SUPPORT FEE AND PAYMENT TERMS: Any other provision of this Agreement notwithstanding, in no event shall the **Customer** be liable for payment for services rendered and expenses incurred by **VERSATERM** under the terms of this Agreement for any amount in excess **Eight Million One Hundred Seventy-Eight Thousand Two Hundred Sixty-Six Dollars and No Cents (\$8,178,266.00)**, and any sums set out in Section 2.5 for contingent expenses which are subject to prior authorization by the **Customer**. **VERSATERM** acknowledges that the **Customer** is not obligated to execute an agreement or amendment to **VERSATERM** for any further phase of work other than the work described herein, and that any work performed by **VERSATERM** beyond that specifically described is performed at **VERSATERM’S** risk and without authorization under this Agreement.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Fifth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**EXHIBIT LIST:
ANNEX A-3- DENVER POLICE 2021-2023 CONSOLIDATED MAINT/SUPT**

Contract Control Number: TECHS-202056846-05 (TECHS-CE83108-05)
Contractor Name: VERSATERM INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202056846-05 (TECHS-CE83108-05)
VERSATERM INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

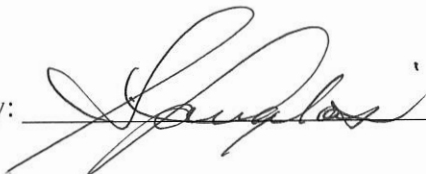
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

TECHS-202056846-05 (TECHS-CE83108-05)
VERSATERM INC

By:  _____

Name: Sue Langlois
(please print)

Title: COO
(please print)

ATTEST: [if required]

By:  _____

Name: Allan Wilson
(please print)

Title: CTO
(please print)

Denver Police 2021-23 Consolidated Maint/Supt

Denver Police Projected Maintenance/Support for 3 Years (2021, 2022, 2023)

Denver Maintenance Support Period: Jan1 - Dec 31

Date: October 16, 2020



Component	QTY	2020 Support	2021 Support	2022 Support	2023 Support	Note:
RMS, Mobile (MDT,MRE), Interfaces and 3rd Party Maintenance & Support		\$561,538	\$572,769	\$584,224	\$595,909	* 2020 incl eMVA I/F; Morpho PreFill; supt for 3rd env (TEST)
RMS Licenses including, Accidents (DR3447), General Registration, Permits & Licensing, Document Attachments, Versaterm Data Mart (VDM). RMS Upgrades, 7x24 Full Emergency Support.	512					
Mobile Licenses (MDT, MRE, Maps, AVL, Mugshots, US&C Citations) Support for 3 RMS Environments - Test, QA, Production Third Party Software - 4J's Genero Compiler & Run-Time Licenses	547					
Interfaces						
CBI Interface (RMS & Mobiles)						
Dynamic Imaging (Mugshot I/F)						
Tritech Interfaces (CAD-MDT, CAD-RMS Call Transfer)						
US&C Data Exchange						
DA Interface, incl Webservice Accept/Reject Case						
LIMS/BEAST Interface						
eMVA Interface						* Re-Instated (for new DR3447)
MDT/MRE Morpholident Prefill						* New
Sheriff's Department						
Mobile Licenses - Sheriff's Department	14	\$2,889	\$4,246	\$4,331	\$4,418	Incl addnl 5 lic purchased Feb/20; 2020 maint pro-rated
New Modules/Interfaces						
MRE eTicketing		\$3,482	\$5,327	\$5,434	\$5,543	* 2020 Pro-rated for 8 months
vMobile Licenses	170	Yr1 sup incl in Lic	\$6,141	\$15,034	\$15,334	* 2021 Support pro-rated for 5 months
vMobile Custom Tritech CAD Interface		Yr1 sup incl in Lic	\$2,125	\$5,202	\$5,306	* 2021 Support pro-rated for 5 months
TOTAL BY YEAR		\$567,909	\$590,609	\$614,225	\$626,510	
			(incl 2% incr)	(incl 2% incr)	(incl 2% incr)	