

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CENTURYLINK COMMUNICATIONS, LLC.**, a Delaware company registered and authorized to transact business in Colorado, with an address of 1801 California Street, #900, Denver Colorado 80202, hereinafter referred to as (the “Vendor”) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, that Parties entered into an Agreement dated December 14, 2010, an Amendatory Agreement on November 27, 2012, and a Second Amendatory Agreement on February 10, 2016, to provide preventative maintenance, technical support, problem diagnosis, hardware repair, hardware replacement, account support and 24x7x365 monitoring and support, (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to increase the compensation to the Vendor and to extend the term; and

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

1. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM**: The Term of this Agreement is from January 1, 2011, through December 31, 2019.”

2. Article 3(A) and 3(D)(i) of the Agreement entitled “**FEE**” and “**MAXIMUM CONTRACT LIABILITY**” are hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

A. Fee. The fee for the services and any equipment described in Exhibits A, A-1 and Exhibit B, as Nortel PBX Maintenance for the locations outlined in Attachment A within this Amendment, hereto is **ONE MILLION SIX HUNDRED FIFTEEN THOUSAND (\$1,615,000)** (the “Fee”) shall be paid pursuant to the City’s Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services

rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,615,000)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under the Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

SIGNATURE PAGES FOLLOW

Attachment A

700 14th Street
Denver, CO 80202

1331 Cherokee Street
Denver, CO 80204

1437 Bannock Street
Denver, CO 80202

100 W 14th Avenue Pkwy
Denver, CO 80204

10 Galapago Street
Denver, CO 80223

1005 York Street
Denver, CO 80206

4150 Shangri La Drive
Denver, CO 80246

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: TECHS-CE13203-03

Contractor Name: CENTURYLINK COMMUNICATIONS LLC

By: DocuSigned by:
Stephen Arneson
3F7E004B3EAB48D..._____

Name: Stephen Arneson
(please print)

Title: Manager - Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

