

## 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 **KANOPY INC.**, a Delaware corporation, whose address is One OverDrive Way, Cleveland, OH 44125 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated June 5, 2018, an Amendatory Agreement dated December 16, 2020, and a Second Amendatory Agreement dated June 30, 2023, for access to the Kanopy digital platform (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Subsection 4(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Two Million Two Hundred Ten Thousand Ninety Dollars (\$2,210,090.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

2. Section 24 of the Agreement, titled “**N/A**,” is amended to read as follows:

**24. DIGITAL ACCESSIBILITY REQUIREMENTS:** To the extent required by law, the Contractor shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Colorado Office of Information Technology under Colo. Rev. Stat. § 24-85-103 (the “Accessibility Standards”). The City reserves the right to engage a third-party evaluator of its choosing to verify the Contractor’s compliance with the Accessibility Standards. The Contractor shall promptly address and resolve any accessibility non-compliance issues identified at no additional cost to the City. Upon the City’s reasonable determination that accessibility issues exist, the Contractor shall develop a comprehensive remediation plan with specific timelines. Accessibility issues shall be classified as high-priority fixes, and insufficient progress toward compliance with the Accessibility Standards as outlined in the remediation plan shall constitute a breach of this Agreement, potentially resulting in termination or non-renewal. The Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the City, its officers, employees, agents, and assignees for all costs, expenses, claims, damages, liabilities, court awards, and other amounts, including attorneys’ fees and related costs, incurred by the indemnified parties in relation to the Contractor’s noncompliance with the Accessibility Standards. For purposes of this Section, City employees are considered third parties.”

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

4. This Third Amendatory Agreement is not 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.

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**Contract Control Number:** BOOKS-202582390-[03] / 201841049-03  
**Contractor Name:** KANOPY 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:** BOOKS-202582390-[03] / 201841049-03  
**Contractor Name:** KANOPY INC

DocuSigned by:  
By: Jason Tyrrell  
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Name: Jason Tyrrell  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)