

## SECOND AMENDATORY AGREEMENT

**THIS SECOND 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.**, 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 Agreement dated December 9, 2008 and in December, 2011 an amendment thereto, to provide maintenance for the Police Department’s RMS system (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to revise the total contract amount under the Agreement in paragraph 6.5 as 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. 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 of **Two Million Six Hundred Seventy Nine Thousand Two Hundred Four Dollars and No Cents (\$2,679,204.00)**, 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.”

2. This Second Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

**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-CE83108-02

Contractor Name: VERSATERM INC

By:                     *W*                    

Name:           *WARREN WORME*            
(please print)

Title:           *PRESIDENT*            
(please print)

          *January 13, 2012*          

**ATTEST: [if required]**

By:                     *[Signature]*                    

Name:           *De Langheis*            
(please print)

Title:           *C.O.O.*            
(please print)

          *January 13, 2012*          

