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 **CYRACOM INTERNATIONAL INC.,** a Delaware foreign corporation located at 2650 E Elvira Rd. Suite 132, Tucson, Arizona 85756 (the "Contractor"), jointly ("the Parties").

RECITALS:

- A. The Parties entered into an Agreement dated June 14, 2020, an Amendatory Agreement dated May 23, 2022, and a Second Amendatory Agreement dated February 13, 2024 (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on Exhibit B, the Statement of Work, to the City's satisfaction.
 - **B.** Voiance Language Services LLC is a trade name of CyraCom International Inc.
- **C.** The Parties wish to amend the Agreement to update the Vendor name, extend the term, and increase the maximum contract amount.

NOW THEREFORE, in consideration of the promises and the Parties' mutual covenants and obligations, the Parties agree as follows:

- 1. All references in the original agreement to Voiance Language Services LLC or Voiance Language Services, LLC are amended to CyraCom International Inc.
- 2. Section 2 of the Agreement entitled "<u>**TERM**</u>" is hereby deleted in its entirety and replaced with:
 - "2. <u>TERM</u>: The Agreement will commence on **January 1, 2020** and will expire upon execution of a new agreement between the City and Contractor for the same services or on **December 31, 2025**, whichever occurs sooner (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director."
- 3. Section 3 of the Agreement entitled "<u>COMPENSATION AND PAYMENT</u>" Subsection A. entitled "<u>Maximum Contract Amount:</u>" is hereby deleted in its entirety and replaced with:

- "A. <u>Maximum Contract Amount</u>: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed SIX HUNDRED NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$695,000.00) (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 Contractor beyond that specifically described in Exhibit B (Statement of Work). Any services performed beyond those in Exhibit B (Statement of Work) are performed at Contractor's risk and without authorization under the Agreement."
- 4. As herein amended, the Agreement is affirmed and ratified in each and every particular.
- 5. This 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contractor Name:	CyraCom International Inc.
IN WITNESS WHEREOF, the partition Denver, Colorado as of:	ies have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of D	Denver
By:	By:
	By:

SAFTY-202578985-03/ Parent: SAFTY-202053967-03

Contract Control Number:

Contract Control Number: Contractor Name:

SAFTY-202578985-03/ Parent: SAFTY-202053967-03 CyraCom International Inc.

By: Blhegborow Apr 23, 2025 09:20 PDT)		
Name	Blhegborow	
	(please print)	
Title:	SVP, Contact Center Operations	
-	(please print)	
ATTEST: [if required]		
By:		
Name		
	(please print)	
Title:		
11110.	(please print)	