

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 **Q-MATIC CORPORATION**, an Illinois corporation whose address is 2400 Commerce Avenue, Building 1100, Suite 100, Duluth, Georgia 30096 (the “Vendor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated April 4, 2013, a First Amendatory Agreement dated September 17, 2014, and a Second Amendatory Agreement dated June 28, 2016 (collectively, the “Agreement”) to implement a queuing management solution for the Office of the Clerk and Recorder and since then the City has expanded the use of Vendor’s products and services across the City.

B. The Parties wish to amend the Agreement to extend the term, increase funding, and add new exhibits.

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

1. Exhibits F, G, H and I are attached hereto and incorporated herein by this reference to the Agreement for implementation to various City Agencies. Exhibit D, dated 01/11/17, attached hereto, replaces the Exhibit Marked as Exhibit D.

2. Article 4 of the Agreement entitled “Term” is amended to read as follows:

“**4. TERM:** The term of the Agreement is from March 15, 2013 through October 31, 2020.”

3. Article (5)(D)(i) of the Agreement entitled “Maximum Contract Liability” are amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

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 DOLLARS AND NO CENTS (\$1,000,000.00)**. 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 this Agreement.”

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

5. This Third 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.

Exhibits D, F, G, H & I

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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: CLERK-201310119-03

Contractor Name: Q-MATIC CORP

By: 

Name: Tobias Martinsson
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit " D"



01/11/17

Catalog of Products and Services for City & County of Denver.

Valid till – 01/02/18

QTY	PART #	DESCRIPTION	LIST	PER UNIT
*	ORCHESTRA 6			
1	10115500	Orchestra 6 Essentials	\$885.40	\$796.86
*	ORCHESTRA 6 OPTIONS			
1	10115511	Orchestra 6 Digital Communication playlist/context marketing tab	\$174.20	\$156.78
1	10115512	Orchestra 6 Business Intelligence	\$245.40	\$220.86
1	10115513	Orchestra 6 Mobile Ecosystem	\$174.20	\$156.78
1	10115514	Orchestra 6 Appointment Management	\$174.20	\$156.78
1	10115515	Orchestra 6 Enterprise Operations	\$67.57	\$60.81
1	10115516	Orchestra 6 Connectivity	\$316.50	\$284.85
*	HUB DEVICES			
1	10216100	Qmatic Hub	\$1,245.00	\$933.75
*	HUB FIRMWARE LICENSE			
1	10115401	Hub Network Gateway License	\$425.00	\$382.50
1	10115402	Hub Distributed Logic License	\$425.00	\$382.50
1	10115403	Hub Media License	\$1,176.00	\$1,058.40
1	10115510	Orchestra 6 Distributed Operations	\$1,275.00	\$1,147.50
*	KIOSKS			
1	10126110	Intro 17	\$8,658.00	\$6,493.50
1	214251	Intro 17 Floor Pedestal	\$1,170.00	\$877.50
1	214201	Intro 17 Table/Wall Mount	\$842.40	\$842.40
1	214192	Qmatic Vision Barcode Reader Kit	\$1,816.50	\$1,362.38
1	10214186	Qmatic Vison Barcode Shelf	\$350.00	\$262.50
1	214190	Qmatic Vision Card Reader Kit	\$1,680.00	\$1,260.00
1	99900241	Card Swipe Reader for Vision Kiosk	\$199.50	\$199.50
1	214301	Qmatic Vision Ceiling Connection Kit	\$1,113.00	\$923.79
1	4107323	Vision Signboard Frosted Glass	\$126.00	\$105.84
1	214180	Qmatic Vision Lighting Kit	\$393.75	\$393.75
*	TICKET PRINTERS			
1	10213043	Intro 5	\$2,583.77	\$1,937.83
1	10213053	Intro 8	\$6,663.00	\$4,997.25
1	213210	Intro 5/8 Floor Pedestal	\$966.00	\$724.50
1	213204	Intro 5/8 Table Stand	\$156.98	\$156.98
1	213205	Intro 5/8 Wall Mount	\$193.20	\$144.90
*	QMATIC TICKETS			
1	900085	TP Thermal Tickets (24 rolls @ 2,000 tickets per roll)	\$450.00	\$450.00
*	NOTES DISPLAYS			



1	10460232	Notes 948 Red/Green with Sign	\$1,772.10	\$1,329.08
1	10460231	Notes 948 Red/Green wo Sign	\$1,752.30	\$1,314.23
1	10460222	Notes 948 White with Sign	\$1,890.90	\$1,418.18
1	10460221	Notes 948 White wo Sign	\$1,871.10	\$1,403.33
1	10460212	Notes 948 Green with Sign	\$1,537.80	\$1,153.35
1	10460211	Notes 948 Green wo Sign	\$1,518.00	\$1,138.50
1	10460202	Notes 948 Red with Sign	\$1,287.00	\$965.25
1	10460201	Notes 948 Red wo Sign	\$1,267.20	\$950.40
1	10460132	Notes 924 Red/Green with Sign	\$983.40	\$737.55
1	10460131	Notes 924 Red/Green wo Sign	\$973.50	\$730.13
1	10460122	Notes 924 White with Sign	\$1,065.90	\$799.43
1	10460121	Notes 924 White wo Sign	\$1,056.00	\$792.00
1	10460112	Notes 924 Green with Sign	\$834.90	\$626.18
1	10460111	Notes 924 Green wo Sign	\$825.00	\$618.75
1	10460102	Notes 924 Red with Sign	\$722.70	\$542.03
1	10460101	Notes 924 Red wo Sign	\$712.80	\$534.60
*	WORKSTATION TERMINALS			
1	320105	KT2595 Workstation Terminal (33 Buttons)	\$333.33	\$250.00
1	320107	KT2695 Workstation Terminal (5 Buttons)	\$360.00	\$313.20
*	HARDWARE			
1	112012	Qmatic Satellite Connection Box	\$165.00	\$123.75
1	112014	Qmatic Main Connection Box	\$180.00	\$135.00
1	112018	Qmatic Power Connection Box	\$150.00	\$112.50
1	117030	Qmatic Choral Automatic Announcer	\$1,580.00	\$1,453.60
1	99900565	Control 12C/T Compact Ceiling Speaker	\$68.10	\$62.65
1	99900564	35-Watt Mixer Amplifier - Classic Series UL/CSA	\$396.00	\$344.52
1	99900210	Wall Mount Speaker	\$40.00	\$40.00
1	HW9024	Hardware, Signage and Cabling	\$660.00	\$607.20
1	100932	Qmatic Power Supply PS5A	\$210.00	\$182.70
1	100987	Qmatic Power Supply PS2.5A	\$110.00	\$95.70
1	99900394	UPS Battery Backup	\$110.00	\$110.00
1	99900573	Android Stick for Spotlight Display Option	\$167.00	\$141.95
1	99900546	Cat5e Cable - 300' Box	\$165.00	\$165.00
1	99900013	4-Port Ethernet Switch	\$80.00	\$80.00
1	99900329	Pedestal Weighted Base	\$150.00	\$150.00
*	TELEVISION HARDWARE & ACCESSORIES (Manufacturer's Warranty)			
1	99900521	42" Flat Screen TV with DVI and Speakers (w/o bracket)	\$1,100.00	\$1,100.00
1	99900501	47" Flat Screen TV (w/o bracket)	\$1,192.00	\$1,192.00
1	99900429	55" Flat Screen TV (w/o bracket)	\$1,680.00	\$1,680.00
1	99900428	Tilting Wall Mount Bracket for 42" TV	\$125.00	\$125.00
1	TM1011	Ceiling Bracket for Flat Screen TV (requires extension pole)	\$420.00	\$420.00



1	99900538	HDMI over Cat5 – 4-Port Transmitter	\$330.00	\$330.00
1	99900539	HDMI over Cat5 Receiver/Extender	\$260.00	\$195.00
1	99900552	HDMI over Cat5 – Terminating Receiver	\$187.50	\$159.38
*	SERVICES			
1	CS9025	Tech Support Hourly - Normal Business Hours	\$190.00	\$180.50
1	CS9026	Tech Support Hourly - After Hours	\$245.00	\$232.75
1	CS9037	Software Development Hourly	\$190.00	\$190.00
1	PM1001	Project Management Services Hourly	\$160.00	\$160.00
1	SA1001	Systems Analyst Services Hourly	\$175.00	\$173.17
1	BA1001	Business Analyst Hourly	\$175.00	\$166.25
1	EE1001	Enterprise Engineer Hourly (Hosting Set-up)	\$165.00	\$156.75
1	TR9088	Trainer Level I Hourly	\$132.00	\$132.00
1	TR9087	Trainer Level II Hourly (Web Ex)	\$165.00	\$165.00
1	TRN1W	1 Hour Web Training	\$290.00	\$275.50
1	IN9090	Installation	\$140.00	\$138.70
1	IN9090S	Installation (Support)	\$175.00	\$166.25
1	TR9090	Travel Expenses		\$2,000.00
*	LANGUAGE SERVICES			
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00
1	LG0002	Spanish	\$1,092.00	\$1,092.00
1	LG0003	Vietnamese	\$1,092.00	\$1,092.00
1	LG0005	Farsi	\$1,092.00	\$1,092.00
1	LG0006	Cambodian	\$1,092.00	\$1,092.00
1	LG0007	Cantonese	\$1,092.00	\$1,092.00
1	LG0008	French	\$1,092.00	\$1,092.00
1	LG0009	German	\$1,092.00	\$1,092.00
1	LG0010	Portuguese	\$1,092.00	\$1,092.00
1	LG0011	Macedonia	\$1,092.00	\$1,092.00
1	LG0012	Mandarin	\$1,092.00	\$1,092.00
1	LG0013	Indonesian	\$1,092.00	\$1,092.00
1	LG0014	Turkish	\$1,092.00	\$1,092.00
1	LG1000	Studio Recording of Language Set	\$3,360.00	\$3,360.00
*	YEARLY SUBSCRIPTION SERVICES			
1	HOS1002	Hosting Services for Orchestra (Monthly) - contact Pre-sales for pricing	TBD based on size	TBD based on size
1	SMS0050	SMS Services - up to 50,000 sms per year	\$1,000.00	\$1,000.00
1	SMS0100	SMS Services - up to 100,000 sms per year	\$2,000.00	\$2,000.00
1	SMS0250	SMS Services - up to 250,000 sms per year	\$5,000.00	\$5,000.00
1	SMS0500	SMS Services - up to 500,000 sms per year	\$7,500.00	\$7,500.00
1	SMS1000	SMS Services - up to 1,000,000 sms per year	\$15,000.00	\$15,000.00
1	SMS2000	SMS Services - up to 2,000,000 sms per year	\$20,000.00	\$20,000.00
*	MAINTENANCE			
1	HW7000	Qmatic Care + Hardware Support & Maintenance	12% of list	12% of list
1	SW7000	Qmatic Care Software Support & Maintenance	14% of list	14% of list



	BUSINESS CONSULTING SERVICES		
1	Qmatic Health Check & Config Review	\$5,000	\$5,000
1	Customer Journey Analysis / Workflow Optimization	\$10,000	\$10,000

This catalog of products and services is intended for inclusion and amendment of contract between City and County of Denver and Qmatic Corp.

Prices are valid until the date specified in the mutually executed contract.

Exhibit "F"

Q-MATIC		Q-MATIC Corporation		
ver. 28.3		2400 Commerce Ave., Building 1100, Suite 100		
		Duluth, GA 30096		
Organization: City and County of Denver Clerk & Recorder		Date: ✓ October 18, 2017		
Customer Name: Sara Harmer		Expires On: January 16, 2018		
Address: 201 West Colfax Ave		Rep: Craig Hale		
City/State/Zip: Denver, CO 80202		Phone: 470-955-7693		
Phone: 720-913-4820		Fax:		
Fax:		Email: craig.hale@qmatic.com		
Email: sara.harmer@denvergov.org		Branches: 9		
		Quote #: ✓		
RE:				
Page 1				
QTY	GP Part #	DESCRIPTION	PER UNIT	PRICE
HUB DEVICES				
Qmatic HUB Firmware License				
8	10115510	Orchestra 6 Distributed Operations	\$1,058.25	\$8,466.00
SERVICES				
32	SA1001	Systems Analyst Services Hourly	\$175.00	\$5,600.00
MAINTENANCE				
1	SW7000	Q-MATIC SOFTWARE CARE Starts Day One	\$1,428.00	\$1,428.00
SOFTWARE SUBTOTAL				\$8,466.00
HARDWARE SUBTOTAL				\$0.00
SERVICES SUBTOTAL				\$5,600.00
MAINTENANCE SUBTOTAL				\$1,428.00
TRAVEL SUBTOTAL				\$0.00
SHIPPING SUBTOTAL				\$0.00
TAX SUBTOTAL*				\$0.00
GRAND TOTAL				\$15,494.00
* Taxes will be added at invoicing if not proof of exempt is submitted. If taxes are quoted they are subject to change at time of invoicing				
Q-Matic reserves the right to bill multiple invoices for this order - See Terms & Conditions for a complete overview				


Q-MATIC Corporation
**2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

Organization: City and County of Denver	Date: June 15, 2017
Customer Name: Sara Hamer, Project Manager	Expires On:
Address:	Rep: Michelle Gorman
City/State/Zip:	Phone: (770) 817-4282
Phone: (720) 913-4820	Fax: (770) 817-4594
Fax:	Email: michelle.gorman@qmatic.com
Email: judy.rigg@denvergov.org	Site: See Below

Term: 11/1/2017 - 10/31/2020

QTY	PART #	DESCRIPTION	TERM	TOTAL
CLERK & RECORDER				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	11/1/2017 - 10/31/2018	\$2,617.30
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	11/1/2017 - 10/31/2018	\$2,158.56
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$2,617.30
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$2,158.56
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$2,617.30
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$2,158.56
Total 3 Years				\$14,327.58
EXCISE & LICENSE				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	11/1/2017 - 10/31/2018	\$1,886.50
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	11/1/2017 - 10/31/2018	\$2,474.80
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$1,886.50
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$2,474.80
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$1,886.50
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$2,474.80
Total 3 Years				\$13,083.90
ELECTIONS				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	11/1/2017 - 10/31/2018	\$2,982.70
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	11/1/2017 - 10/31/2018	\$1,729.08
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$2,982.70
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$1,729.08
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$2,982.70
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$1,729.08
Total 3 Years				\$14,135.34
DMV (SOUTHEAST)				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	3/1/2018 - 10/31/2018	\$1,501.27
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	3/1/2018 - 10/31/2018	\$2,282.16
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$2,251.90
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$3,423.24
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$2,251.90
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$3,423.24
Total 3 Years				\$15,133.71
DMV (4 BRANCHES & TAX OFFICE)				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	9/1/2018 - 10/31/2018	\$1,996.39
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	9/1/2018 - 10/31/2018	\$2,784.43
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$11,978.31
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$16,706.58
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$11,978.31
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$16,706.58
Total 3 Years				\$62,150.60
COMMUNITY PLANNING AND DEVELOPMENT				
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 1	9/1/2018 - 10/31/2018	\$991.58
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 1	9/1/2018 - 10/31/2018	\$567.78
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2018 - 10/31/2019	\$5,949.50
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 2	11/1/2018 - 10/31/2019	\$3,406.70
1	SW7000	Qmatic Care - Annual Software Maintenance - Year 3	11/1/2019 - 10/31/2020	\$5,949.50
1	HW7000	Qmatic Care Plus - Annual Hardware Maintenance - Year 3	11/1/2019 - 10/31/2020	\$3,406.70
Total 3 Years				\$20,271.76
TOTAL YEAR 1				\$23,972.55
TOTAL YEAR 2				\$57,565.17
TOTAL YEAR 3				\$57,565.17
GRAND TOTAL				\$139,102.89



Q-MATIC Corporation

**2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 28.2e

Organization: Denver Elections	Date: July 19, 2016
Customer Name: Sara Harmer	Expires On: October 17, 2016
Address:	Rep: Craig Hale
City/State/Zip: Denver, CO 80014	Phone:
Phone:	Fax:
Fax:	Email: craig.hale@qmatic.com
Email:	Branches: 25
	Quote #:

RE: Budgetary Modelling

QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	PRICE
ORCHESTRA 6					
150	10115500	Orchestra 6 Essentials	\$885.40	\$726.03	\$108,904.20
TP TICKET PRINTERS					
Q-MATIC TICKETS					
25	OTP	Oneil - Belt Mounted TP	\$1,200.00	\$1,000.00	\$25,000.00
SERVICES					
1	HOS1002	Hosting Services for Orchestra (Estimate) - Assumes 4 weeks per year	\$10,000.00	\$10,000.00	\$10,000.00
24	PM1001	Project Management Services Hourly	\$158.00	\$145.36	\$3,488.64
100	SA1001	Systems Analyst Services Hourly	\$165.00	\$151.80	\$15,180.00
8	TR9087	Trainer Level II Hourly(Web Ex)	\$165.00	\$151.80	\$1,214.40
1	SH9090	Shipping & Handling - UPS Ground		ENTER ZIP	\$0.00
MAINTENANCE					
1	HW7000	Q-MATIC CARE+ (months 1-6 included, charges for months 7-12)		\$1,800.00	\$1,800.00
1	SW7000	Q-MATIC CARE Starts Day One		\$18,593.40	\$18,593.40
SOFTWARE SUBTOTAL					\$108,904.20
HARDWARE SUBTOTAL					\$25,000.00
SERVICES SUBTOTAL					\$29,883.04
MAINTENANCE SUBTOTAL					\$20,393.40
TRAVEL SUBTOTAL					\$0.00
SHIPPING SUBTOTAL					\$0.00
TAX SUBTOTAL					\$0.00
GRAND TOTAL					\$184,180.64

* If taxes are quoted they are subject to change at time of invoicing

Q-Matic reserves the right to bill multiple invoices for this order - See Terms & Conditions for a complete overview

PURCHASE ORDER INSTRUCTIONS

To help expedite your order, please include the following items on the purchase order:

- Bill To Address
- Ship To Address
- Purchase Order Number
- Purchase Order Dollar Amount
- QMATIC Quote Number
- **Itemized List of Equipment**

• Contact Name and Phone Number for the Purchase Order

PLEASE EMAIL ALL PURCHASE ORDERS TO: ATL-SalesOrder@qmatic.com

Orders can also be faxed to: (770) 817-4594

STANDARD TERMS & CONDITION OF SALE

Acceptance of Order

Acceptance of any order is subject to credit approval and acceptance of the order by Qmatic. If Customer's credit becomes unsatisfactory to Qmatic, Qmatic reserves the right to terminate upon notice to Customer and without liability to Qmatic.

Pre-Payment

A minimum down payment of 40% of the total purchase price of the system is required. Installations will not be scheduled until receipt of down payment.

Prices and Shipments

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point prepaid and bill.

Delay in Delivery

Qmatic is not to be accountable for delays in delivery occasioned by force majeure or other circumstances beyond Qmatic's reasonable control.

Installation

All installations will be scheduled in advance and with the consent of Customer. Customer will pay \$1,200 plus travel expenses per installer/per day should the premises not be ready when the installer arrives.

Invoicing

Title of hardware passes to the customer upon delivery according to FOB shipping terms and will be invoiced at that time.

Qmatic will invoice all software fees upon acceptance of installation. In a multiple site rollout, this equals the first site accepted. Qmatic will invoice all services

(1) upon completion of project or (2) if implementation time is longer than one month, services and expenses will be invoiced monthly according to completed sites.

Payment terms

Invoice terms are 1% 20 days net 30 days. We reserve the right to charge a monthly interest rate of 1.5% on all invoices past due.

Taxes

Taxes will be imposed upon invoicing and will be added to the purchase price unless Qmatic has a valid tax exemption certificate on file. Quoted taxes are subject to changes at the time of invoicing.

Cancellation

If customer cancels the order prior to installation for any reason, customer will be responsible for any services performed and any products received at the time of cancellation. Customer may not cancel order post installation

Rescheduling

Customer may incur a rescheduling fee if Customer reschedules the installation within two (2) weeks prior to the scheduled install date. The maximum fee will total not more than 5% of the purchase order. The customer shall also pay all expenses Qmatic cannot recover due to the rescheduling.

Return of Goods

Hardware items for credit must be returned within 14 days of receipt and are subject to prior approval and a 25% restocking fee. Returns on software items are not accepted

Maintenance

Software - Qmatic Care

Qmatic Care will start the first day of the month after software acceptance. If you have not purchased Software maintenance and/or Help Desk support, you will be required to pay separately for individual updates and support on a per-incident basis.

Extended Hardware Warranty - Qmatic Care +

Qmatic will provide a six (6) month original warranty on Qmatic hardware and the manufacturer's warranty on third party hardware. The hardware warranty start day will be the 1st day of the month after installation; extended warranty starts six (6) months after. Third party hardware such as TV's, Computers, Servers,

Tablets and accessories is not covered by Qmatic Care +.

In the event, a customer requests hardware to be shipped and subsequently delays installation for more than 30 days, the hardware portion of the system will be invoiced and, the warranty will commence at the date of invoice.

Changes to Statement of Work (SOW)

Should either Customer or Qmatic desires to change the SOW during the project, the following will occur:

- Qmatic will document the request in writing (via a Change Request Form);
- An authorized representative from the Customer and Qmatic will negotiate the impact of the requested change on the work to be performed under this order;
- The terms of the change (the Change Request Form) will be added as an addendum to the order, and the change will take effect upon signature of the amendment by both the Customer and Qmatic.

TELEVISIONS AND LARGE MONITORS

Qmatic is not responsible for mounting or hanging TVs/Monitors. The customer is required to make all arrangements for mounting any TVs/Monitors prior to the arrival of a Qmatic Installation Technician and the installation of the Qmatic system. In rare instances, guidance from Qmatic personnel is required. Qmatic is happy to oblige and offer advice on TV placement if arranged in advance.

ADDITIONAL LABOR RATES OUTSIDE OF INSTALLATION

Additional labor rates outside of installation are billable at Qmatic standard rates.

REMITTANCE INFO

Acct# 1024203157

Routing # 043000096

Tax ID # 36-3545811

Address:

Qmatic

2400 Commerce Ave.

Building 1100, Suite 100

Duluth, GA 30096-8979

Please send remittance advice to AR.US@qmatic.com

Please send billing questions to Billing.US@qmatic.com

Exhibit "I"



Q-MATIC Corporation

**2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 28.3

Organization:	Denver DHS	Date:	November 9, 2017
Customer Name:	Erin Runnels	Expires On:	February 7, 2018
Address:		Rep:	Craig Hale
City/State/Zip:	Denver, CO 80202	Phone:	470-955-7693
Phone:		Fax:	
Fax:		Email:	craig.hale@qmatic.com
Email:		Branches	3
		Quote #:	

Denver DHS- Budget Quote:3 Branches, Orchestra 6, 17 users, Intro 17's, Digital Media, BI, Appointments, Voice Announcements

QTY	GP Part #	DESCRIPTION	PER UNIT	PRICE
ORCHESTRA 6				
17	10115500	Orchestra 6 Essentials - Upgrade from R4	\$0.00	\$0.00
ORCHESTRA 6 OPTIONS				
17	10115511	Orchestra 6 Digital Communication playlist/context marketing tab	\$0.00	\$0.00
17	10115512	Orchestra 6 Business Intelligence	\$0.00	\$0.00
17	10115514	Orchestra 6 Appointment Management	\$156.78	\$2,665.26
HUB DEVICES				
3	10216100	Qmatic Hub	\$933.75	\$2,801.25
Qmatic HUB Firmware License				
3	10115401	Hub Network Gateway License	\$0.00	\$0.00
3	10115402	Hub Distributed Logic License	\$382.50	\$1,147.50
3	10115403	Hub Media License	\$1,058.40	\$3,175.20
KIOSKS				
3	10126110	Intro 17	\$6,493.50	\$19,480.50
3	214251	Intro 17 Floor Pedestal	\$877.50	\$2,632.50
3	214192	Qmatic Vision Barcode Reader Kit	\$1,362.38	\$4,087.14
HARDWARE				
3	112014	Qmatic Main Connection Box	\$135.00	\$405.00
4	112018	Qmatic Power Connection Box	\$112.50	\$450.00
3	117030	Qmatic Choral Automatic Announcer	\$1,453.60	\$4,360.80
9	99900565	Control 12C/T Compact Ceiling Speaker	\$62.65	\$563.85
3	99900564	Bogen 35 Watt Mixer Amplifier - Classic Series UL/CSA	\$344.52	\$1,033.56
1	HW9024L	Hardware, Signage and Cabling Lite	\$306.36	\$306.36
6	100932	Qmatic Power Supply PS5A	\$182.70	\$1,096.20
3	99900394	UPS Battery Backup	\$110.00	\$330.00
2	99900546	Cat5e Cable - 300' Box	\$165.00	\$330.00
3	99900013	4-Port Ethernet Switch	\$80.00	\$240.00
3	99900329	Pedestal Weighted Base	\$150.00	\$450.00
SERVICES				
16	PM1001	Project Management Services Hourly	\$160.00	\$2,560.00
32	SA1001	Systems Analyst Services Hourly	\$172.38	\$5,516.16
1	TR9087	Trainer Level II Hourly(Web Ex)	\$165.00	\$165.00
32	IN9090	Installation	\$139.55	\$4,465.60
1	IN9090S	Installation(Data Migration)	\$3,000.00	\$3,000.00
1	TR9090	Travel Expenses	\$2,000.00	\$2,000.00
1	SH9090	Shipping & Handling - UPS Ground	\$1,099.56	\$1,099.56
LANGUAGE SERVICES				
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00
MAINTENANCE				
1	HW7000	Q-MATIC HARDWARE CARE+ (months 1-6 included, charges for months 7-12)	\$2,897.96	\$2,897.96
1	SW7000	Q-MATIC SOFTWARE CARE Starts Day One	\$4,371.42	\$4,371.42
SOFTWARE SUBTOTAL				\$6,987.96
HARDWARE SUBTOTAL				\$38,567.16
SERVICES SUBTOTAL				\$15,706.76
MAINTENANCE SUBTOTAL				\$7,269.38
TRAVEL SUBTOTAL				\$2,000.00
SHIPPING SUBTOTAL				\$1,099.56
TAX SUBTOTAL*				\$0.00
GRAND TOTAL				\$71,630.82

* Taxes will be added at invoicing if not proof of exempt is submitted. If taxes are quoted they are subject to change at time of invoicing

Q-Matic reserves the right to bill multiple invoices for this order - See Terms & Conditions for a complete overview

PURCHASE ORDER INSTRUCTIONS

To help expedite your order, please include the following items on the purchase order:

- Bill To Address
 - Ship To Address
 - Purchase Order Number
 - Purchase Order Dollar Amount
 - QMATIC Quote Number
 - **Itemized List of Equipment**
 - Contact Name and Phone Number for the Purchase Order
- PLEASE EMAIL ALL PURCHASE ORDERS TO: ATL-SalesOrder@qmatic.com
Orders can also be faxed to: (770) 817-4594

STANDARD TERMS & CONDITION OF SALE

Acceptance of Order

Acceptance of any order is subject to credit approval and acceptance of the order by Qmatic. If Customer's credit becomes unsatisfactory to Qmatic, Qmatic reserves the right to terminate upon notice to Customer and without liability to Qmatic.

Pre-Payment

A minimum down payment of 40% of the total purchase price of the system is required. Installations will not be scheduled until receipt of down payment.

Prices and Shipments

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made FOB Destination, Freight Prepaid and Added.

Delay in Delivery

Qmatic is not to be accountable for delays in delivery occasioned by force majeure or other circumstances beyond Qmatic's reasonable control.

Installation

All installations will be scheduled in advance and with the consent of Customer. Customer will pay \$1,200 plus travel expenses per installer/per day should the premises not be ready when the installer arrives.

Invoicing

Title of hardware passes to the customer upon delivery according to FOB shipping terms and will be invoiced at that time.

Qmatic will invoice all software fees upon acceptance of installation. In a multiple site rollout, this equals the first site accepted. Qmatic will invoice all services (1) upon completion of project or (2) if implementation time is longer than one month, services and expenses will be invoiced monthly according to completed sites.

Payment terms

Invoice terms are 1% 20 days net 30 days. We reserve the right to charge a monthly interest rate of 1.5% on all invoices past due.

Taxes

Taxes will be imposed upon invoicing and will be added to the purchase price unless Qmatic has a valid tax exemption certificate on file. Quoted taxes are subject to changes at the time of invoicing.

Cancellation

If customer cancels the order prior to installation for any reason, customer will be responsible for any services performed and any products received at the time of cancellation. Customer may not cancel order post installation.

Rescheduling

Customer may incur a rescheduling fee if Customer reschedules the installation within two (2) weeks prior to the scheduled install date. The maximum fee will total not more than 5% of the purchase order. The customer shall also pay all expenses Qmatic cannot recover due to the rescheduling.

Return of Goods

Hardware items for credit must be returned within 14 days of receipt and are subject to prior approval and a 25% restocking fee. Returns on software items are not accepted.

Maintenance

Software - Qmatic Care

Qmatic Care will start the first day of the month after software acceptance. If you have not purchased Software maintenance and/or Help Desk support, you will be required to pay separately for individual updates and support on a per-incident basis..

Extended Hardware Warranty - Qmatic Care +

Qmatic will provide a six (6) month original warranty on Qmatic hardware and the manufacturer's warranty on third party hardware. The hardware warranty start day will be the 1st day of the month after installation; extended warranty starts six (6) months after. Third party hardware such as TV's, Computers, Servers, Tablets and accessories is not covered by Qmatic Care +.

In the event, a customer requests hardware to be shipped and subsequently delays installation for more than 30 days, the hardware portion of the system will be invoiced and, the warranty will commence at the date of invoice.

Changes to Statement of Work (SOW)

Should either Customer or Qmatic desires to change the SOW during the project, the following will occur:

- Qmatic will document the request in writing (via a Change Request Form);
- An authorized representative from the Customer and Qmatic will negotiate the impact of the requested change on the work to be performed under this order;
- The terms of the change (the Change Request Form) will be added as an addendum to the order, and the change will take effect upon signature of the amendment by both the Customer and Qmatic.

TELEVISIONS AND LARGE MONITORS

Qmatic is not responsible for mounting or hanging TVs/Monitors. The customer is required to make all arrangements for mounting any TVs/Monitors prior to the arrival of a Qmatic Installation Technician and the installation of the Qmatic system. In rare instances, guidance from Qmatic personnel is required. Qmatic is happy to oblige and offer advice on TV placement if arranged in advance.

ADDITIONAL LABOR RATES OUTSIDE OF INSTALLATION

Additional labor rates outside of installation are billable at Qmatic standard rates.

REMITTANCE INFO

Acct# 1024203157
Routing # 043000096
Tax ID # 36-3545811
Address:
Qmatic
2400 Commerce Ave.
Building 1100, Suite 100
Duluth, GA 30096-8979
Please send remittance advice to AR.US@qmatic.com
Please send billing questions to Billing.US@qmatic.com