

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into on the date of the City's signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **ALLSTREAM BUSINESS US, LLC**, an Oregon Limited Liability Company, authorized to do business in the State of Colorado ("Contractor") (collectively, the "Parties").

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement (Contract No. 201523312) at Denver International Airport ("DEN") dated September 18, 2017, (the "Existing Agreement") to provide hardware, software and technical support and management of DEN's Mitel voice platform, and other related telecommunication services and devices at DEN;

**WHEREAS**, the City is using a new contract management software system, and as a result, the contract number for this Agreement is being changed from 201523312-01 to 202159587-01;

**WHEREAS**, the parties desire to amend the Existing Agreement in order to extend the Term, incorporate Exhibit A4.1 and increase the Maximum Contract Amount;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Paragraph 3 titled "Term" is hereby amended and restated to read as follows:

**"3. Term:** The Term of this Agreement shall commence on the Effective Date and shall terminate January 19, 2025, unless earlier terminated in accordance with the provisions of this Agreement. No extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement."

2. Paragraph 4 titled "Compensation and Payment", subparagraph A, "Fees", is hereby deleted and replaced with the restated Paragraph 4, subparagraph A, for the purpose of adding reference to Exhibit A4.1:

**"A. Fee.** The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth in the attached **Exhibits A4, A4.1 and B**, and as may be further described herein."

3. Paragraph 4.D.(i) titled "Maximum Contract Liability", is hereby amended, and restated to read as follows:

**"D. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall City be liable to pay for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of Nine Million Nine Hundred Twenty-Seven Thousand Eight Hundred Sixty-Eight Dollars and Three Cents (\$9,927,868.03) (“Maximum Contract Liability”) allocated as follows:

a. That portion of the Maximum Contract Liability allocated to Implementation and for Managed Services for the first calendar year of the Agreement, as more fully described in Exhibit A, as well as any “Additional Services” as described at paragraph 2B., above, during the first calendar year of the Agreement shall not exceed Three Million Three Hundred Thirty-One Thousand Seven Hundred Seventy Dollars and Three Cents (\$3,331,770.03), hereinafter referred to as the “Implementation Maximum Contract Liability”.

b. That portion of the Maximum Contract Liability allocated to Managed Services for calendar years 2 through 5 of the Agreement as more fully described in Exhibit A, as well as any “Additional Services” as described at paragraph 2B., above, during calendar years 2 through 5 of the Agreement, shall not exceed Six Million Five Hundred Ninety-Six Thousand Ninety-Eight Dollars and Zero Cents (\$6,596,098.00), hereinafter referred to as the “Managed Services Maximum Contract Liability”.

4. Paragraph 45 of the Existing Agreement is hereby deleted and replaced with the following restated Paragraph 45:

**“45. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

This Agreement consists of Sections 1 through 52 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the “Contract Documents”):

- Appendix: Required Federal Contract Provisions
- Sections 1 through 51 hereof
- Exhibit A – Implementation Scope of Work
- Attachment A1 - Glossary
- Attachment A2 - Requirements and Specifications
- Attachment A3 - Solution Diagram
- Attachment A4 - Bill of Materials / Pricing
- Attachment A4.1 - Service Discount Addendum
- Attachment A5 - Mitel Training Maps
- Attachment A6 - Active Directory Requirements
- Attachment A7 - Mitel Mass Notification (MMN)
- Attachment A8- Project Management Checklist
- Exhibit B - Managed Service Scope of Work
- Exhibit C1 - Allstream Master Service Agreement

Exhibit C2 - Virtual Private LAN Service (“VPLS”) Exhibit  
Exhibit D - Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 52 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix: Required Federal Contract Provisions  
Sections 1 through 52 hereof  
Exhibit A - Implementation Scope of Work  
Attachment A1 - Glossary  
Attachment A2 - Requirements and Specifications  
Attachment A3 - Solution Diagram  
Attachment A4 - Bill of Materials / Pricing  
Attachment A4.1 - Service Discount Addendum  
Attachment A5- Mitel Training Maps  
Attachment A6 - Active Directory Requirements  
Attachment A7 - Mitel Mass Notification (MMN)  
Attachment A8- Project Management Checklist  
Exhibit B - Managed Service Scope of Work  
Exhibit C1 - Allstream Master Service Agreement  
Exhibit C2 - Virtual Private LAN Service (“VPLS”) Exhibit  
Exhibit D - Certificate of Insurance”

3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here, and are hereby ratified and reaffirmed.

4. This First Amendment to Agreement shall not become effective or binding on the City until it is approved by the City Council if so required by the City’s Charter, and it is fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

PLANE-202159587-01 / Alfresco 201523312-01  
ALLSTREAM BUSINESS US, LLC.

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:**  
**Contractor Name:**

PLANE-202159587-01 / Alfresco 201523312-01  
ALLSTREAM BUSINESS US, LLC.

By: See Attached

Name: James Robak  
(please print)

Title: Contracts Analyst  
(please print)

ATTEST: [if required]

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

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

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

**Contract Control Number:**  
**Contractor Name:**

PLANE-202159587-01 / Alfresco 201523312-01  
ALLSTREAM BUSINESS US, LLC.

By: DocuSigned by:  
*James Robak*  
0E1FC87709C24F5\_\_\_\_\_

Name: James Robak  
(please print)

Title: Contracts Analyst  
(please print)

ATTEST: [if required]

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

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

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

Exhibit 4.1

**ADDENDUM TO AGREEMENT FOR UNIFIED COMMUNICATIONS PLATFORM  
SERVICE DISCOUNT AND CONTRACT TERM EXTENSION**

This is an Addendum between Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries (“**Allstream**”), and **Denver International Airport** (“**Customer**”) to supplement the Agreement For Unified communications Platform (contract number PLANE-201523312-00) (“**Agreement**”) for Telecommunication Services (“**Services**”) with an Effective Date of September 18, 2017. Capitalized terms not defined herein shall have the meaning as defined in the Agreement.

**WHEREAS**, the Parties have entered into an Agreement for the provision of Services that sets out the terms and conditions for the delivery of the Services and;

**WHEREAS**, the Parties seek to supplement the terms of the Agreement to address the unique needs of Customer and the unique circumstances of Service as more specifically set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Except as specifically set forth herein, the terms and conditions of the Agreement remain unmodified and in full force and effect.
2. **SERVICE TERM EXTENSION**: The Parties agree to extend the Service Term of the Services for an additional two (2) years ending on September 19, 2024 (“**New Service Term**”).
3. **MONTHLY CHARGES DISCOUNT**: As of the date this addendum is executed by both Parties, Allstream agrees to provide a monthly recurring discount (“**MRR Discount**”) to the customer as detailed below:

Current MRR		2 yr extension no service reduction Term Expiration 9/17/2024				
Product / Services	Monthly Recurring Charge	Length of Discount	Discount %	MRR Discount	Total discount	New MRR
Managed Service Fee (UC Cloud)	\$ 61,000.00	12 months	10.00%	(\$7,329.95)	(\$87,959.40)	\$ 65,969.50
LD Value Plan/TFN	\$ 525.90	12 months	7.50%	(\$5,497.46)	(\$65,969.52)	\$ 67,801.99
Access/SIP Services	\$ 11,773.55	12 months	5.00%	(\$3,664.97)	(\$43,979.64)	\$ 69,634.48
<b>Total MRC:</b>	<b>\$ 73,299.45</b>	16 months	0%	\$0.00	\$ -	\$ 73,299.45
					<b>(\$197,908.56)</b>	

Exhibit 4.1

4. **EARLY TERMINATION:** Notwithstanding anything else contained in the Agreement or this Addendum, if the Customer terminates the Agreement or any Services without cause, or if Allstream terminates the Agreement or any Services with cause prior to the expiry of the New Service Term, the Customer shall reimburse Allstream an amount equal to the total MRR Discounts that were given to the Customer for the terminated Service(s) during the New Service Term.