

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ACCELA, INC.**, a California Corporation registered to do business in Colorado, whose address is 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 (“Vendor”) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 14, 2010 to provide software and license for the Accela automation application for Development Services (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Vendor and to update other contract language as follows; and

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

1. All references in the Agreement to Exhibit A are amended to read Exhibits A and A-1 respectively. The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is incorporated herein by reference.

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

“4. **TERM**: The term of the Agreement is from December 15, 2010 through February 1, 2016.

3. Articles 5(A) and 5 (D)(i) of the Agreement entitled “**Fee**” and “**MAXIMUM CONTRACT LIABILITY**” are hereby amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

A. Fee: The fee for the software is set out in Exhibits A and A-1 and is due and payable in accordance with Exhibits A and A-1. The fee for the services described in the SOW (the “Fee”) shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule in Exhibit B.

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 **TWO MILLION THREE HUNDRED NINE THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND EIGHTY FIVE CENTS (\$2,309,578.85)**. 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. A new paragraph numbered 38 is hereby added to the Agreement reading as follows:

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. This 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.

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

**EXHIBIT LIST:
EXHIBIT A-1 - SCOPE OF WORK**

[SIGNATURE PAGES FOLLOW]



EXHIBIT A-1

License Summary Table

Product	Description	QTY	Total Cost (with 20% Discount)
LC100CRYINI0601	Crystal Reports Server OEM Embedded (Initial)	1	\$20,000.00

Maintenance Summary Table

Product	Description	QTY	Total Cost
MI100CRYOEM0601	Crystal Reports Annual Maintenance and Support	1	\$5,000.00



In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit both front and back and send the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, CA 94583.

The maintenance fees are for the licenses being purchased under this quote. These fees are in addition to any existing maintenance fees on current Accela software products that you may already have purchased. The maintenance period for the licenses being purchased under this quote will begin upon delivery of such licenses to the agency and are billable to the Agency upon Accela's receipt of Agency's purchase order or signed agreement. Billing terms are Net 30 days.

If the Agency requires additional on-site assistance, a separate estimate will be provided.

Licenses fees in the amount of \$20,000.00 and maintenance fees in the amount of \$5,000.00 are billable upon Accela's receipt of a signed Amendatory Agreement

Contract Control Number:

Vendor Name:

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 _____

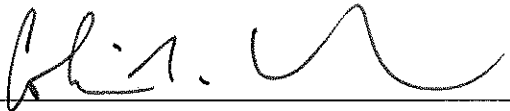
By _____

By _____



Contract Control Number: CE06026

Vendor Name: ACCELA INC

By: 

Name: Colin M. Samuels
(please print)

Title: Asst. Corporate Secretary
(please print)

ATTEST: [if required]

By: Not Required

Name: _____
(please print)

Title: _____
(please print)

