

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” or “Customer”), and **VERSATERM INC.** (the “Contractor”), 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 Application Software Support Agreement dated December 9, 2008 and as amended on December 27, 2011 and February 28, 2012, to provide maintenance for the Police Department’s RMS System, supported RMS Interfaces, and Mobile Workstations (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to revise Annex A, extend the term and increase the compensation to Versaterm; and

WHEREAS, the Parties also wish to incorporate and include support for the additional RMS components and interfaces subsequently acquired by the City, as referenced herein:

DA Interface (Agreement dated December 8, 2009), and subsequently amended as follows:

First Amendment to the DA Interface (Agreement dated September 15, 2010),

Second Amendment to the DA Interface (Agreement dated November 9, 2010),

Third Amendment to the DA Interface (Agreement dated January 12, 2011);

Technology Services Agreement for the Versadex-to-BEAST Interface (Agreement dated

January 31, 2013);

On-call Technology Services Agreement (Agreement dated September 27, 2013); 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 to “...Annex A...” in the existing Application Software Support Agreement shall be amended to read: “...Annex A-1 as applicable...” The Denver Police 2014-17 Consolidated Maint/Supt. marked as Annex A-1 is attached and incorporated by reference.

2. Article 4.1 of the Agreement entitled "Support Period" is hereby amended to read as follows:

"**4.1** The Support Period (the Agreement term) will commence on November 1, 2014, and continue for an additional period of thirty-eight (38) months through December 31, 2017. The Support Period will end automatically upon termination of the License, if that event occurs. The Agreement may be continued on a year to year basis upon agreement by both Parties and amendment to the Agreement."

3. 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 **Four Million Three Hundred Forty Two Thousand Nine Hundred Fifty Six Dollars and No Cents (\$4,342,956.00)**, 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."

4. This Third 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.

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

EXHIBIT LIST:

ANNEX A-1- DENVER POLICE 2014-17 CONSOLIDATED MAINT/SUPT

ANNEX A-1- DENVER POLICE 2014-17 CONSOLIDATED MAINT/SUPT

Denver Police 2014-17 Consolidated Maint/Supt

Denver Police Projected Maintenance/Support for 3 Years (2014, 2015, 2016, 2017)								
Denver Maintenance Support Period: Jan1 - Dec 31								
Component	Quantity	2013-2014 Supt	Annual (12 Mth Supt)	Prorated Support Nov1/14-Dec.31/14	2015 Support	2016 Support	2017 Support	Notes:
			Note 1					
RMS, Mobile (MDT,MRE), Interfaces and 3rd Party Maintenance & Support			\$489,500	\$83,215	\$499,290	\$509,276	\$519,461	
RMS Licenses, Accidents, General Registration, Permits&Licensing, RMS Upgrades, 7x24 Full Emergency Support	512	\$148,169						
Crime Analysis (VDM/VCAP): Cognos Powerplay/Impromptu (11 Licenses each)		\$4,716						
Mobile Licenses (MDT, MRE, Maps, AVL, Mugshots, US&C Citations)	546	\$204,777						
Interfaces								
CBI Interface (RMS & Mobiles)		\$8,573						
Dynamic Imaging (Mugshot I/F)		\$2,143						
Tritech CAD-MDT I/F		\$35,556						
TriTech CAD-RMS Call Transfer		\$6,242						
US&C Data Exchange (Contract Amendment)		\$23,006						<i>Includes Arrest Unload (JMS & DCC)</i>
Versadex RMS Pawn Batch Upload API/CCIC Batch Upload (Contract Amendment)		\$4,822						
DA Interface, incl Webservice Accept/Reject Case (Contract Amendment)		\$12,485						<i>Combined DA Interfaces</i>
4J's Run-Time Licenses	548	\$37,724						
4J's Compilers	2	\$1,286						
Additional Mobile Licenses								
Mobile Licenses - Airport	1	Prepaid	\$268	\$46	\$273	\$279	\$284	
Mobile Licenses - Sheriff's Department	9	\$2,138	\$2,565	\$436	\$2,617	\$2,669	\$2,722	<i>2014 Support Pro-Rated 10 months</i>
New Interfaces								
LIMS/BEAST Interface (Contract Amendment)		\$6,375	\$7,650	\$1,301	\$7,803	\$7,959	\$8,118	<i>2014 Support Pro-Rated 10 months</i>
eMVA Interface			\$7,500	Prepaid	\$2,550	\$7,650	\$7,803	<i>Note 2</i>
TOTAL BY YEAR		\$498,013	\$507,483	\$84,997	\$512,533	\$527,833	\$538,389	
				<i>(incl 2% incr)</i>	<i>(incl 2% incr)</i>	<i>(incl 2% incr)</i>	<i>(incl 2% incr)</i>	
Notes:								
1. Cost included in the '12 Month Support' column represents current maintenance & support amounts for a full 12 month period (not pro-rated)								
2. Projected production date of Sept/14. Yr 1 support prepaid with Interface/License cost for period September 1/14 to August 31/15. Yr 2 support is prorated for Sept. 1/15 to Dec.31/15								

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-CE83108-03

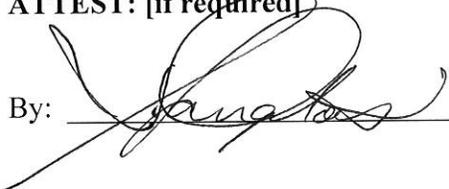
Contractor Name: VERSATERM INC

By: T Rosales.

Name: T ROSALES July 21, 2014
(please print)

Title: SECRETARY - TREASURER
(please print)

ATTEST: [if required]

By: 

Name: S. LANGLOIS July 21, 2014
(please print)

Title: COO
(please print)

