

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **FLOSUM CORPORATION**, a Colorado corporation, whose address is 11040 Bollinger Canyon Rd., Suite E-944, San Ramon, CA 94582 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated February 21, 2022, for the use and support of the Flosum Release Management Solution software (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective May 6, 2024, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached and will control from the May 6, 2024.

2. Section 17 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**17. TERM**: The term of the Agreement (“Term”) shall commence on January 1, 2022, and expire, unless sooner terminated, on January 2, 2030. Subject to the CIO’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 18.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**18.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Fifty-Three Thousand Five Hundred Seventy-Two Dollars (\$753,572.00) (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 the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Effective upon execution, a new Section 53, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**53. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
6. This Amendatory Agreement is not 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.
7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Order Form.

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Contract Control Number: TECHS-202473761-01 (TECHS-202261888-01)
Contractor Name: FLOSUM CORPORATION

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

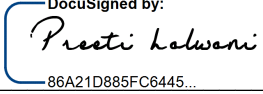
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202473761-01 (TECHS-202261888-01)
FLOSUM CORPORATION

By:  86A21D885FC6445...

Name: Preeti Lalwani
(please print)

Title: Contracts Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Flosum

EXHIBIT A-1

Flosum Corporation
 11040 Bollinger Canyon Rd
 Suite E-944
 San Ramon, CA 94582
 +1 (844) 3-FLOSUM

Order Details	
Bill To: City and County of Denver 101 W Colfax Ave. Denver, CO 80202 Deliver to: Address same as Billing Martha Milbrath martha.milbrath@denvergov.org	Order Date: 05/06/2024 Created By: Renee Petersen rpetersen@flosum.com Order Form Expiry Date: 12/16/2024 Contract Start: 1/3/2025 Contract End: 1/2/2030 Org ID: 00D5f000007FM6Y

Name	Contract Length	List Price	Discount, %	Unit Price	Qty	Subtotal
Flosum Release Management Solution - Renewal Includes Support and Maintenance	5	\$5,808.00	22.70%	\$4,489.80	15	\$336,735.00

Subtotal **\$336,735.00**

Total \$336,735.00

Terms and Conditions:

1. Payments are due Net 35 days upon receipt of undisputed invoice.
2. This order will be paid in 5 annual payments of \$64,347.00 each on the following schedule:
 Year 1: \$67,347.00 due by 2/7/2025
 Year 2: \$67,347.00 due by 2/7/2026
 Year 3: \$67,347.00 due by 2/7/2027
 Year 4: \$67,347.00 due by 2/7/2028



Flosum

Year 5: \$67,347.00 due by 2/7/2029

3. At the end of the subscription term, the renewal quote will be sent to the customer at non-discounted prices for an additional year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term or other longer term agreements are discussed.

4. Solutions are licensed as annual subscriptions.

5. Flosum licenses are named user licenses. The licenses cannot be shared between various users at any time. Each user must have their own individual license.

6. Please wire funds to Transit # (ABA): 121000248, Account #: 2993735519, Account Name: Flosum

7 All amounts are in US Dollars.

8. To allow for Salesforce renewal processing times and to avoid service disruption, Flosum must receive a signed Renewal Order Form at least two (2) weeks prior to the current contract expiration date.

9. Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer.