

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SLALOM, INC. (SUCCESSOR-IN-INTEREST TO SLALOM, LLC)**, a Delaware corporation, whose address is 821 2ND Avenue, Suite 1900, Seattle, WA 98104 (the “Consultant”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an On-Call Agreement dated October 14, 2020, and an Amendatory Agreement dated August 10, 2022, to provide on-call professional services related to business intelligence and communication technologies (the “Agreement”);

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

“(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Thirteen Million Dollars (\$13,000,000.00) (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to the Consultant for any further services and that any services performed by the Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at the Consultant’s risk and without authorization under this Agreement.”

2. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

3. This Second 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.

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**Contract Control Number:** TECHS-202367662-02 (202055759-02)  
**Contractor Name:** SLALOM, INC.

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:

\_\_\_\_\_

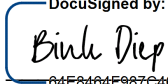
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By:

\_\_\_\_\_

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

TECHS-202367662-02 (202055759-02)  
SLALOM, INC.

By:  04E8464F987C46B...

Name: Binh Diep  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

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

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

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