<div align="center">**SEVENTH AMENDATORY AGREEMENT**</div>

THIS SEVENTH 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 **XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation with an address of P.O. Box 201322, Dallas, Texas 75320 (the "Contractor") collectively referred to as the "Parties."

<div align="center">**W I T N E S S E T H:**</div>

WHEREAS, the Parties entered into an Agreement dated December 31, 2009, as amended by an Amendatory Agreement dated January 12, 2011, a Second Amendatory Agreement dated January 13, 2012, a Third Amendatory Agreement dated May 4, 2012, a Fourth Amendatory Agreement dated January 3, 2013, a Fifth Amendatory Agreement on January 02, 2014 and a Sixth Amendatory Agreement dated January 05, 2015 for the implementation and operation of a Photo Red Light Program (together, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the Maximum Contract Amount, and to extend the term of the Agreement; and

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

1. That Section **F** of Article **IV COMPENSATION** entitled "**Maximum Contract Amount**" of the Agreement is hereby amended to read in its entirety as follows:

"**F.** **Maximum Contract Amount**: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **ONE MILLION ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND NO/100 DOLLARS ($1,185,272.00)**. The Parties agree that all equipment and services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in *Exhibit A and A-1*, as applicable. The Parties further recognize that the installation and provision of Equipment and Services for additional intersections beyond the initial four (4) referenced above would require appropriation of additional funds and amendment of this Agreement."

2. That Section **A** of Article **VII TERM AND TERMINATION** entitled "**Term**" of the Agreement is hereby amended to read in its entirety as follows:

"**A**.   <u>**Term**</u>: The term of this Agreement shall commence on January 1, 2010 (the "Effective Date"), and shall end December 31, 2015. The processing of any violations detected during the term of the Agreement that are still in progress shall continue until completion of processing such violations through first notice of violation, and all terms and conditions of this Agreement shall remain in force until such completion."

3.   Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

SIGNATURE PAGES FOLLOW

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: POLIC-CE01061-07

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: _____

Name: _Lewis Miller_____
       (please print)

Title: _Vice President_____
       (please print)

ATTEST: [if required]

By: _____

Name: _____
       (please print)

Title: _____
       (please print)