

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 **ZUORA, INC.**, a Delaware corporation, whose address is 101 Redwood Shores Parkway, Redwood City, CA 94065 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement on July 23, 2020 (City Contract No. 20205508), for the use and support of the Zuora Billing Platform (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on July 23, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below. By executing this Amendment, the expiration of the Agreement is hereby revoked and, except as expressly modified by this Amendment, the Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never expired.

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 upon execution, 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 date of execution.

2. Subsection 17.1 of the Agreement, titled “**TERM, TERMINATION & EFFECT OF TERMINATION**,” is amended to read as follows:

“**17.1.** The term of the Agreement (“Term”) shall commence on July 23, 2020, and expire, unless sooner terminated, on July 23, 2026. Subject to the City’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 18.10.1 of the Agreement, titled “**Maximum Agreement Liability**,” is amended to read as follows:

“**18.10.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Million Nine Hundred Fifty-Two Thousand Seven Hundred Thirty-Three Dollars and Fifteen Cents (\$8,952,733.15) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for the Service or any Professional Services performed by Zuora beyond that specifically described in the applicable Order Form or SOW. Provisioning the Service or performing any Professional Services beyond those in the applicable Order Form or SOW, are provisioned or performed at Zuora’s risk and without authorization under the Agreement.”

4. Section 36 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**36. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of

race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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**, Scope of Work.

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Contract Control Number: TECHS-202369042-01 (202055087-01)
Contractor Name: ZUORA, 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:

By:

Contract Control Number:
Contractor Name:

TECHS-202369042-01 (202055087-01)
ZUORA, INC.

By:  703BFF4A6E424E7...

Name: Matt Dobson
(please print)

Title: SVP, Chief Accounting Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



101 Redwood Shores Parkway
Redwood City, CA 94065

Order For: City of Denver

Order Number: ORD-000015278

Pricing Valid Through: 07/20/2023

Proposed By: Michelle Golden

Service Terms

Order Form Effective Date: Last Signature Date
Start Date: July 20th, 2023
End Date: July 19th, 2026
Initial Service Term: 36
Auto Renewal: No
Payment Method: Check
Payment Terms: Annual / Net 35
Billing Language: English
Billing Method: Email
Currency: USD

Bill To

Robert Bruns
720-913-1311
robert.bruns@denver.org
201 W Colfax Ave Dept 300
Denver, CO. 80217

Admin User

Robert Bruns
+17202956933
robert.bruns@denvergov.org
201 W Colfax Ave Dept 300
Denver, CO. 80217

Authorized Project / Entity: City of Denver

Customer will issue a purchase order? NO or YES

Purchase Order No.: _____

Product Name	Qty.	Term 1: 07/20/2023 - 07/19/2024	Term 2: 07/20/2024 - 07/19/2025	Term 3: 07/20/2025 - 07/19/2026
Nine Central Billing	1	\$685,125.00	\$685,125.00	\$685,125.00
Advanced Workflow	1	\$73,080.00	\$73,080.00	\$73,080.00
Configurable Lockbox	1	\$10,962.00	\$10,962.00	\$10,962.00
Configurable Summary Level GL Interface	1	\$27,405.00	\$27,405.00	\$27,405.00
Nine Zuora CPQ	1	\$114,188.00	\$114,188.00	\$114,188.00
Premium Elite Support	1	\$176,400.00	\$176,400.00	\$176,400.00
Zuora University Subscription for Customers	3 Seats	\$5,481.00	\$5,481.00	\$5,481.00
Nine Central Sandbox	1 Sandbox	\$182,000.00	\$182,000.00	\$182,000.00
Committed Billing Usage	60,000,000	\$146,160.00	\$146,160.00	\$146,160.00
Overage Billing Usage - 2%**				
Annual Total(s):		\$1,420,801.00*	\$1,420,801.00*	\$1,420,801.00*

MSA, Taxes, and Other Special Terms

* The subscription Annual Total shown is subject to any applicable national, state or local sales taxes.

"Subscriber" means each active account object in the Service which is associated with an active subscription or a rate plan.

Overage Billing Usage - means usage in excess of Committed Billing Usage and any purchased Additional Committed Billing Usage.

Upon the Order Form Effective Date and each anniversary, Zuora will invoice and collect in advance the annual fees listed above for the Initial Service Term and each Renewal Service Term, respectively.

Once this Order Form is executed by both Parties, the following terms (collectively, the 'Agreement') govern your use of the Service:

- (a) this Order Form, including any Addenda; and
(b) the Master Subscription Agreement or other master terms mutually agreed and signed by the Parties (the 'Master Terms').

Any capitalized terms in this Order Form that are not defined herein have the meaning indicated in the Master Terms.

The Service Level Agreements set forth on the Knowledge Center do not apply to Zuora University.

Committed Billing Usage is the aggregate gross value of all invoices posted using the Services during the agreed-upon annual or other term specified in the relevant Order Form, net of the aggregate gross value of invoices canceled and unposted during the same period. Committed Billing Usage is inclusive of taxes charged by Customer using the Services. Transactions invoiced in a currency other than Customers' contracting currency will be converted to Customers' contracting currency based on the prior day's exchange rate.



101 Redwood Shores Parkway
Redwood City, CA 94065

Order For: City of Denver

Order Number: ORD-000015278

Pricing Valid Through: 07/20/2023

Proposed By: Michelle Golden

Additional Committed Billing Usage Upgrade Options		
Total \$ Committed Billing Usage Range		Price per Million
60,000,001+	100,000,000	\$2,400
100,000,001+	250,000,000	\$1,600
250,000,001+		\$800

If Customer exceeds the Committed Billing Usage in any year of the Initial Service Term, then Customer may either: (i) pay an overage rate of 2% of the amount exceeding the Committed Billing Usage for that year; or (ii) purchase Additional Committed Billing Usage in accordance with the table above for each year of the remaining portion of the Initial Service Term, or any Renewal Term, as applicable.

Product	Quantity	Annual Fee
Elite Tuning and Enhancements	1	
Pro Billing Managed Services	1	\$311,000

During the Initial Service Term, Customer shall have the right to purchase product above at the rate shown above. Annual price shall be prorated for the remaining months in the existing service term.

Product	Quantity	Annual Fee
Zuora Secure Data Share for Snowflake Base – Refresh Rate 24hour	1	\$69,600
Zuora Secure Data Share for Snowflake – Usage - Refresh Rate 24 Hour (1M TAR)	80	\$400

During the Initial Service Term, Customer shall have the right to purchase product above at the rate shown above. For the Base Fee the Annual price shall be prorated for the remaining months in the existing service term. For purpose of clarity, Zuora Secure Data Share for Snowflake – Usage is not prorated product.

Following the Initial Service Term, for the first Renewal Service Term, fees comprising the Annual Total listed above will increase by no more than the greater of: a) five percent (5%); or b) the then-current Consumer Price Index "CPI" in effect on the Renewal Term start date. CPI means the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.

The automatic renewal provision of the MSA does not apply to this Order Form. In order to renew this Order Form, the Parties must both execute a written agreement. If not renewed by a written agreement, at the conclusion of the Initial Service Term, Customer's access to all Zuora Services will be disabled.

The pricing and other terms for the items on this Order Form replace and supersede pricing and other terms in previously executed Order Forms for the same items, as of the Order Form Effective Date. As of the Order Form Effective Date, the pricing and all other terms in all previously executed Order Forms are void and no longer apply.

The Zuora Service shall comply with Department of Finance (DoF), payment processing, deposits, reconciliation, and compliance rules as set forth in the MSA. The City and Zuora will come to a mutually agreed upon timeline and services associated with this requirement.

Zuora's provision of, and invoicing for, the Services and offerings described on this Order Form are not conditioned on Customer issuing a purchase order. Customer will owe, and Zuora may invoice and collect, the amounts set forth on this Order Form according to its terms and the Agreement, even if Customer's purchase order is issued after execution of this Order Form.