

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 **JAGGAER, LLC**, a Delaware limited liability company whose address is 3020 Carrington Mill Blvd., Suite 100, Morrisville, North Carolina 27560 (the “Contractor”), jointly (“the Parties”).

RECITALS:

- A. The Parties entered into a Master Services Agreement dated August 14, 2018 (the “Agreement”) to purchase subscriptions to a SaaS solution, configured to meet the City’s requirements to provide a contract workflow to the City based upon the Agreement requirements.
- B. Contractor performed a statutory conversion pursuant to section 18-214 of the Delaware Limited Liability Act on September 3, 2019, whereby SciQuest Inc. dba JAGGAER became JAGGAER, LLC.
- C. The Parties wish to amend the Agreement (i) to extend the term and increase the maximum contract amount; and (ii) amend Contractor’s legal entity name in the Agreement.

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

1. All references to “...Exhibit E...” in the Agreement shall be amended to read: “...Exhibit E and E-1...” as applicable. The scope of work marked as **Exhibit E-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 18 of the Agreement entitled **TERM** is amended to read as follows:

“18. TERM:

The term of the Agreement is from July 16, 2018 through July 15, 2026.”

3. Section 19 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 19. entitled “**Maximum Contract Liability**” is amended to read as follows:

“19. COMPENSATION AND PAYMENT:

19.4. Maximum Contract Liability:

19.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$1,386,255.00)** (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 Contractor beyond that specifically described in Exhibits E, E-1 and B. Any services performed beyond those in Exhibits E, E-1 and B are performed at Contractor's risk and without authorization under the Agreement."

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. The name "SciQuest, Inc." and or "SciQuest, Inc. dba JAGGAER" is hereby deleted wherever it appears in the Agreement and/or related documents and substituted with "JAGGAER, LLC" or "JAGGAER";

6. This Amendatory Agreement will not be 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-202157545-01 (201843457-01)
Contractor Name: JAGGAER, LLC. (fka SCIQUEST INC. dba JAGGAER)

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:

TECHS-202157545-01 (201843457-01)

Contractor Name:

JAGGAER, LLC. (fka SCIQUEST INC. dba
JAGGAER)

By: DocuSigned by:
Marie Tran

Name: Marie Tran
(please print)

Title: Corporate Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Exhibit E-1

Order Form

Terms and Conditions

Payment Terms: See Special Terms & Conditions

Currency: USD

Billing Frequency: Annual

Client Information

Client: Denver, City and County of

Billing Contact: Kevin Anthony

Address: 867 S Columbine St, Denver, Colorado 80209

Email: kevin.anthony@denvergov.org

Phone: (720) 913-4885

Offer Valid Through: 8/15/2021

Quote #: Q-48759

Products

Product Name	Quantity	Metric
Total Contract Manager - Procurement and Non-Monetary (SaaS)	1	
Additional Instance	1	
ERP Integration as a Service (IaaS)	1	
JAGGAER University - Base Annual Subscription	2	Users

Pricing Summary

Subscription Term	Pricing
08/15/2021 -- 08/14/2022	USD 105,000.00
08/15/2022 -- 08/14/2023	USD 125,000.00
08/15/2023 -- 08/14/2024	USD 135,000.00
08/15/2024 -- 08/14/2025	USD 145,000.00
08/15/2025 -- 08/14/2026	USD 155,000.00
Total:	USD 665,000.00

Product Special Terms and Conditions

In the event of a conflict between these Product Special Terms and Conditions and the terms contained in a prior order form, addendum or other document mutually signed by the parties, these Product Special Terms and Conditions control.

Payment Terms: Net 35

The Terms and Conditions set forth above shall be modified as follows: The second sentence of the Terms and Conditions shall be deleted and replaced in its entirety as follows: "This Order Form incorporates by reference the Master Services Agreement executed by JAGGAER and Client dated August 15, 2018, and any modifications, amendments and addenda thereto that are executed by authorized representatives of Client and JAGGAER."

Notwithstanding the Terms of Service link set forth above, the support services terms for the JAGGAER Applications shall be as set forth in the Master Services Agreement executed by JAGGAER and Client.

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Exhibit E-1

Purchase Order Information

Is a Purchase Order required for the purchase or payment of the Subscriptions on this Order Form? (Client to complete)

No

Yes - If yes, please enter PO #:

PO Number:

PO Amount:

If the Purchase Order number is not available at the time of the Order Form effective date, Client acknowledges and agrees to provide the Purchase Order number within ten business days of the Order Form effective date. Client also acknowledges and agrees that payment terms and the payment itself are not dependent upon provision of the Purchase Order number, and that payment can and will be made without the Purchase Order number should obtaining a Purchase Order number become delayed.

This Order Form shall become legally binding upon signature by Client, and is non-cancellable unless otherwise expressly stated in the Product Special Terms and Conditions. This Order Form is governed by the terms of the JAGGAER Master Subscription Agreement found at <https://www.jaggaer.com/msa/us/v09082017/>, and all amendments and addenda thereto, unless Client has an existing agreement in place governing the purchase of JAGGAER Applications and/or Services that has been signed by Client and JAGGAER (or a company acquired by JAGGAER). The Support Services terms posted at <https://www.jaggaer.com/terms-of-service> shall apply to the Products and/or Services on this Order Form. In no event may JAGGAER make any changes to the Support Services that materially and adversely impact the Client's use of the JAGGAER Applications or Services. Prices quoted are exclusive of taxes. Where required by law, applicable taxes will be calculated on the invoice.

Client	JAGGAER, LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date Signed:	Date Signed:

THANK YOU FOR YOUR BUSINESS!

