

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PMAM CORPORATION**, a Texas corporation with its principal place of business located at 5430 LBJ Frwy., Tower 3, Ste 370, Dallas, Texas 75240 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated October 2, 2015, a First Amendatory Agreement dated October 3, 2018, and a Second Amendatory Agreement dated December 2, 2020, for the installation and operation of its False Alarm Management Solution (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. Section 19 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**19. TERM:** The term of the Agreement (“Term”) shall commence on July 1, 2015, and expire, unless sooner terminated, on June 30, 2024.”

2. Subsection 20.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**20.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (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 Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 39 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**39. 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.”

4. Line 3 of the Agreement’s Exhibit A, Scope of Work, titled “**Payment and Compensation**,” is amended to read as follows:

“3. Beginning July 1, 2023, the Revenue Share Percentage shall be 19%.”

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

6. This Third 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: EXCIS-202367132-03 / 201522947-03
Contractor Name: PMAM 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: EXCIS-202367132-03 / 201522947-03
Contractor Name: PMAM CORPORATION

DocuSigned by:
PANKAJ KUMAR
By: 3416D80AF70A491...

Name: PANKAJ KUMAR
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)