

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **US eDIRECT**, a New York corporation registered to do business in Colorado, whose address is 168 Main Street, Suite 2, Huntington, NY 11743 ("Vendor" or "US eDirect") collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 2, 2010, and amended the Agreement on December 29, 2010, related to the design, development and implementation point of sale (POS) system for Denver Parks and Recreation (the "Agreement"); and

WHEREAS, the Parties wish to increase the compensation to the Vendor and to update other contract language as follows; and

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

1. Article 5(D)(i) of the Agreement entitled "**Maximum Contract Liability**" is hereby amended to read as follows:

"5. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **SEVEN HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$760,880.00)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement."

2. A new paragraph numbered 38 is hereby added to the Agreement reading as follows:

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

3. This Second Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, this Second Agreement affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]