

## 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 **VERSATERM INC.**, a corporation duly incorporated under the laws of Canada having its office located at 2300 Carling Avenue, Ottawa Ave, Ontario, Canada K2B 7G1 hereinafter referred to as “Versaterm” collectively referred to as (the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated December 9, 2008, to provide a three year maintenance agreement for the Police Department’s RMS system(the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to increase the term, dollar amount, and support type; and

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

**1.** Article 2.4 of the Agreement entitled “**7x24 TELEPHONE SUPPORT**” is hereby amended to read as follows:

2.4 7x24 Telephone Support extends support for problems identified as High Priority Error and Critical Priority Error to include all hours not already provided for within Regular Telephone Support. By selecting the Full Emergency 7x24 Telephone Support option, the **Customer** agrees to the annual subscription fee and hourly charges (if applicable) as identified under the corresponding option:

**Full Emergency Support** requires the **Customer** to identify up to five (5) technically capable internal support staff who will first troubleshoot the problem and can authorize **VERSATERM** to provide 7x24 support. There are no additional charges for Full Emergency Support beyond the annual fees charged for such support and unlimited telephone support is provided.

**2.** Article 4.1 of the Agreement entitled “**SUPPORT PERIOD**” is hereby amended to read as follows:

4.1 The Support Period (the Agreement term) will commence on November 1, 2011, and continue for a period of three (3) years. The Support Period will end automatically upon termination of the License, if that event occurs. The Agreement may be continued on a year to year basis upon agreement by both parties and amendment to the Agreement.

3. Article 6.5 of the Agreement entitled “**SUPPORT FEE AND PAYMENT TERMS**” is hereby amended to read as follows:

6.5 Any other provision of this Agreement notwithstanding, in no event shall the **Customer** be liable for payment for services rendered and expenses incurred by **VERSATERM** under the terms of this Agreement for any amount in excess of the total referenced in Annex A, One Million Four Hundred One Thousand Seven Hundred Sixty Four (\$1,401,764.00), and any sums set out in Section 2.5 for contingent expenses which are subject to prior authorization by the **Customer**. **VERSATERM** acknowledges that the **Customer** is not obligated to execute an agreement or amendment to **VERSATERM** for any further phase of work other than the work described herein, and that any work performed by **VERSATERM** beyond that specifically described is performed at **VERSATERM’S** risk and without authorization under this Agreement.

4. Article 9 of the Agreement entitled “**NOTICES,**” the addresses, is hereby amended to read as follows:

To **Customer**  
Attn Chuck Fredrick  
CIO, Technology Services  
City and County of Denver  
201 W Colfax Ave, Dept 301  
Denver, CO 80202 USA  
Facsimile 720 913 5337  
Chuck.Fredrick@denvergov.org

To **VERSATERM**  
Attn: Warren Loomis  
President  
2300 Carling Avenue  
Ottawa, Ontario, CANADA  
K2B 7G1  
Facsimile #(613) 596-5885  
wloomis@versaterm.com

5. A new paragraph numbered 34 is hereby added to the Agreement reading as follows:

**34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Versaterm 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.

6. This 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.

7. Except as herein amended, this Amendatory Agreement affirmed and ratified in each and every particular.

**Contract Control Number:**

**Vendor Name:**

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: CE83108

Vendor Name: VERSATERM INC

By: [Signature]

Name: DIEZANGERS  
(please print)

Title: C.O.O  
(please print)

~~ATTEST:~~ [if required] TRSL -

By: T Rosales

Name: T ROSALES  
(please print)

Title: SECRETARY TREASURER  
(please print)

