

## 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 **IGM US HOLDINGS INC**, a Delaware corporation, whose address is 333 SE 2ND Ave., Suite 2000, Miami, FL 33131 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated December 29, 2020, for the use and support of the Gravity software platform (the “Agreement”); and

**WHEREAS**, pursuant to Section 17 of the Agreement, the Parties may renew the Agreement for an additional five (5) year term under the same terms and conditions, subject to a price increase of no more than three percent (3%) of the annual cost for the renewal term, and further subject to pricing adjustments based on the City’s actual or anticipated usage; and

**WHEREAS**, the Contractor previously operated as IGM Technology Corp., a Canadian entity, and has since established a U.S. entity, IGM US Holdings Inc., which now holds its own tax identification number and W-9; and

**WHEREAS**, IGM US Holdings Inc. is the successor in interest to IGM Technology Corp. for purposes of the Agreement and assumes all rights, obligations, and responsibilities thereunder; and

**WHEREAS**, the Parties now desire to (i) formally recognize IGM US Holdings Inc. as the Contractor under the Agreement, (ii) renew the Agreement for an additional five-year term with agreed-upon pricing adjustments, and (iii) make certain other modifications to 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.** Effective December 3, 2025, all references to “Exhibit B” in the Agreement shall now refer to “Exhibits B and B-1,” as applicable to the context. Exhibit B-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter from and after December 3, 2025. In the event of any conflict between Exhibit B and B-1, Exhibit B-1 shall control.

**2.** Section 17 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**17. TERM:** The term of the Agreement (“Term”) shall commence on December 15, 2020, and expire, unless sooner terminated, on December 2, 2030. 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 18.4.1 of the Agreement, titled “**Maximum Agreement Liability**,” is amended to read as follows:

“**18.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Hundred Fifty-Five Thousand Nine Hundred Forty-Two Dollars (\$555,942.00) (the “Maximum Agreement Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’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. Effective upon execution, a new Section 53, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**53. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. Effective upon execution, a new Section 54, titled “**DIGITAL ACCESSIBILITY REQUIREMENTS**,” is hereby added to the Agreement and shall read as follows:

“**54. DIGITAL ACCESSIBILITY REQUIREMENTS:** To the extent required by law, the Contractor shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Colorado Office of Information Technology under Colo. Rev. Stat. § 24-85-103 (the “Accessibility Standards”). The City reserves the right to engage a third-party evaluator of its choosing to verify the Contractor’s compliance with the Accessibility Standards. The Contractor shall promptly address and resolve any accessibility non-compliance issues identified at no additional cost to the City. Upon the City’s reasonable determination that accessibility issues exist, the Contractor shall develop a comprehensive remediation plan with specific timelines, subject to City approval. Accessibility issues shall be classified as high-priority fixes, and insufficient progress toward compliance with the Accessibility Standards as outlined in the approved remediation plan shall constitute a material breach of this Agreement, potentially resulting in termination or non-renewal. The Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the City, its officers, employees, agents, and assignees for all costs, expenses, claims, damages, liabilities, court awards, and other amounts, including attorneys’ fees and related costs, incurred by the indemnified parties in relation to the Contractor’s noncompliance with the Accessibility Standards. For purposes of this Section, City employees are considered third parties.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
8. 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.
9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit B-1**, Pricing.

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**Contract Control Number:**  
**Contractor Name:**

TECHS-202581825-01 / TECHS-202057096-01  
IGM US HOLDINGS 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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202581825-01 / TECHS-202057096-01  
IGM US HOLDINGS INC

By: \_\_\_\_\_

Signed by:

*Michael Mattson*

BDA203E1156C4E7...

Name: \_\_\_\_\_

Michael Mattson

(please print)

Title: \_\_\_\_\_

CRO

(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)



## EXHIBIT A-1 STATEMENT OF WORK

### 1. Pricing Adjustment

- a. The Parties agree that **there shall be no price increase for Year 1 of the renewal term (December 3, 2025 – December 2, 2026)**, and the pricing for that period shall remain at the same rates in effect during the final year of the initial Term.
- b. Beginning in **Year 2 of the renewal term (December 3, 2027 – December 2, 2027)**, pricing shall be increased to include (i) the deferred adjustment from Year 1, plus (ii) an additional **three percent (3%)** increase.
- c. Each subsequent renewal year thereafter shall include an annual increase of **three percent (3%)** year-over-year, subject to adjustment based on the City's actual or anticipated usage.

In accordance with the Agreement, the Parties agree to following annual pricing for this additional term:

Billing Table		
Start Date	End Date	Total Fee To Customer
12/3/2025	12/2/2026	\$46,624
12/3/2026	12/2/2027	\$49,812
12/3/2027	12/2/2028	\$51,297
12/3/2028	12/2/2029	\$52,826
12/3/2029	12/2/2030	\$54,400

"A 5% contingency (\$12,748.00) has been added to the Contract Maximum Amount to allow for additional licenses, subscriptions, functionality or ad-hoc professional services. 5 year subtotal \$254,959.00 + \$12,748.00 (contingency amt) = \$267,707.00 (total contract amendment amount)