

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 **GARTNER, INC.**, a Delaware corporation, whose address is 56 Top Gallant Rd, Stamford, CT 06902 (the “Contractor” or “Gartner”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an agreement dated January 5, 2022, for memberships to Gartner’s Executive, IT Leadership Team Leader, and Technical Professionals Programs (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. Effective December 1, 2025, all references to “Exhibit A” in the Agreement shall now refer to “Exhibits A and A-1,” as applicable to the context. Exhibit A-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibit A and A-1, Exhibit A-1 shall control.

2. Section 8 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**8. TERM:** The term of the Agreement (“Term”) shall commence on January 1, 2022, and expire, unless sooner terminated, on December 31, 2026.”

3. Subsection 9.4.1 of the Agreement, titled “**Maximum Agreement Liability**,” is amended to read as follows:

“**9.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Seven Hundred Ninety-Three Thousand Eight Hundred Sixty-Six Dollars and Sixty-Two Cents (\$1,793,866.62) (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 the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 41 of the Agreement, titled “**PAYMENT OF CITY MINIMUM WAGE**,” is amended to read as follows:

“**41. 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.”

5. Effective upon execution, a new Section 42, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“42. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: TECHS-202582034-01 / TECHS-202160570-01
Contractor Name: GARTNER, 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-202582034-01 / TECHS-202160570-01
GARTNER, INC.

Signed by:
By: Melissa McKay
4351ACB10516430...

Name: Melissa McKay
(please print)

Title: Manger
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

Gartner, Inc. Service Agreement for CITY & CO. OF DENVER (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 1437 Bannock St, Denver, 80202-5382. (“Client”), and includes the Master Client Agreement between Gartner or Gartner’s parent or affiliate and Client or Client’s parent or affiliate dated January, 2022 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Merlin Namuth, Sean Greer, Aaron Gabler, Adrienne Coleman, Ahmad Sayedy, Ajay Sisodia, Alan Coots, Alex Rybalchenko, Alexandra Taylor, Alfredo Saavedra, Amanda Jensen, Amanda Weston, Amber Zollo, Anders Tornquist, Andrew Blunck, Angie Boyd, Anna Nelson, Anna Sours, Anna Weber, Anthony Gonzales	01-DEC-2025	31-DEC-2026	\$79,189.00	\$85,788.08
Executive Programs Leadership Team Plus	Leader	1	Paul Kresser	01-DEC-2025	31-DEC-2026	\$119,785.00	\$129,767.08
Executive Programs	Member Basic	1	Sumana Nallapati	01-DEC-2025	31-DEC-2026	\$77,153.00	\$83,582.42
Executive Programs Leadership Team Plus	Advisor Member	1	Robert Bruns	01-DEC-2025	31-DEC-2026	\$44,462.00	\$48,167.17
Executive Programs Leadership Team Plus	Cross Function Member	1	Chris Todd	01-DEC-2025	31-DEC-2026	\$32,222.00	\$34,907.17

Executive Programs Leadership Team Plus	Advisor Member	1	Sean Greer	01-DEC-2025	31-DEC-2026	\$52,500.00	\$56,875.00
				Term Total	(Excluding applicable taxes)		\$439,086.92
				Estimated Credit	(Excluding applicable taxes)		(\$33,802.27)
				TOTAL	(Excluding applicable taxes)		\$405,284.65
				Total Services:	(Excluding applicable taxes)		\$405,284.65

CLIENT understands that the above non-standard pricing is solely applicable to this SA. Future services will be sold/renewed at the then prevailing Gartner rates.

REPLACEMENT OF SERVICES. Upon execution by both parties, this SA shall cancel the previous Service Agreement or Letter of Agreement dated 01-FEB-2025, between Client and Gartner or any wholly-owned affiliate of Gartner, Inc. (the "Contract"). Client will receive a credit, which represents the portion of the fee paid by Client applicable to the remaining, unfulfilled Term of the Contract. This credit will be applied to the invoice for this Service Agreement between Client and Gartner, and is subject to confirmation of the payment previously made to Gartner or any wholly-owned affiliate of Gartner, Inc.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Plus Leader	http://sd.gartner.com/sd_ep_team_plus_leader.pdf
Executive Programs Leadership Team Plus Advisor Member	http://sd.gartner.com/sd_ep_team_plus_advisor.pdf
Executive Programs Leadership Team Plus Cross Function Member	http://sd.gartner.com/sd_ep_team_plus_cf.pdf
Executive Programs Member Basic	http://sd.gartner.com/sd_ep_member_basic.pdf
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	http://sd.gartner.com/sd_techpro_advisor_smb.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.