

## FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GOVOS, INC.**, a Delaware corporation, whose address is 8310 North Capital of Texas Highway, Suite 2-250, Austin, 78731 (the “Vendor”), successor in interest to Kofile Technologies, Inc., jointly (“the Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated April 13, 2013, a First Amendatory Agreement dated January 21, 2014, a Second Amendatory Agreement dated January 24, 2017, a Third Amendatory Agreement dated November 18, 2021, and a Fourth Amendatory Agreement dated December 13, 2023 (collectively, the “Agreement”) for the Vendor’s Recording Software Solution for the Denver Clerk and Recorder’s Division for Recording, Records, Marriage Licenses, and Public Trustee; and

**WHEREAS**, The Parties wish to amend the Agreement to extend the term, revise the scope and increase the amounts to pay for the extended term of work.

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

1. Effective upon execution, all references to “Exhibits A, A-1, A-2, A-3 and A-4, as applicable” in the existing Agreement shall be amended to read “Exhibits A, A-1, A-2, A-3, A-4, and A-5 as applicable”. Exhibit A-5 is attached and will control from the effective date of January 1, 2025.

2. Section 4 of the Agreement entitled **TERM** is amended to read as follows:

“4. **TERM**:

A. **Initial Term**: The term of the Agreement is from April 15, 2013 through December 31, 2024.”

B. **Renewal Term**: The City shall automatically renew the Initial Term for up to three additional one-year terms by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from January 1, 2025 to December 31, 2025; the second Renewal Term shall be from January 1, 2026 to December 31, 2026; and the third Renewal Term shall be from January 1, 2027 to December 31, 2027 (an “Annual Renewal.”)

C. **Renewal Procedures; Non-Renewal.** The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Renewal Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City's obligation to make payments to the Vendor shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

3. Section 5 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph A and D.(i) entitled "**Fee**" and "**Maximum Contract Liability**" are amended to read as follows:

"A **Fee:** The fee for the software and services described in Exhibits A, A-1, A-2, A-3, A-4, A-5, and E is Four Million One Hundred Forty Nine Thousand Four Hundred Eighty Dollars (\$4,149,480.00) (the "Fee") if all Renewal Terms are appropriated. The Fee for the Renewal Terms shall be paid annually at a rate not to exceed Sixty Eight Thousand One Hundred Sixty Dollars (\$68,160.00) for each of the three (3) annual Renewal Terms. The Fee shall be paid pursuant to the City's Prompt Payment Ordinance in accordance with Exhibits C, C-1, D and E."

"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 **FOUR MILLION ONE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED EIGHTY DOLLARS** (\$4,149,480.00) if all three (3) Renewal Terms receive appropriation. 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."

**4.** This Fifth Amendatory Agreement will not be 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.

**5.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular by the Parties.

**Contract Control Number:** CLERK-202475097-05/ 201309360-05  
**Contractor Name:** GOVOS 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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

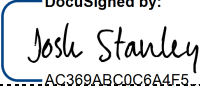
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By:

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

CLERK-202475097-05/ 201309360-05  
GOVOS INC

By: DocuSigned by:  
  
AC369ABC0C6A4F5

Name: Josh Stanley  
.....  
(please print)

Title: COO & CFO  
.....  
(please print)

ATTEST: [if required]

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

Name: .....  
(please print)

Title: .....  
(please print)

## EXHIBIT A-5

### **Contract Term/Duration (for amended contracts, include existing term dates and amended dates):**

Original Contract - 04/15/2013 to 09/30/2018 to design, develop and implement a new recording software for the Denver Clerk and Recorder's office; Maximum Contract Amount: \$499,445.00

Amendment# 1 -Added software tools to allow internal city departments toe-Record documents directly and created a revenue sharing process for certain recording activities; Prior Contract Total \$499,445.00; Amount Requested \$0; Maximum Amount of Contract \$499,445.00.

Amendment #2 - 04/15/2013 to 12/31/2021. Extended the term and implemented a project to add software to set-up and host a simple search loop up tool for approximately 800 historical Real Estate and Marriage Certificate Index Books from years 1859 - 1986 for online public access through an add-on module to the land recording software solution including maintenance and support. The software tool extended search capability of real estate grant/grantee indexes and marriage indexes to find vol/book/page information; Prior Contract Total \$499,445.00; Amount Requested \$510,555.00; Total Amount of Contract \$1,010,000.00.

Amendment #3 - 04/15/2013 to 12/31/2024 - Extends the term, increases the Fee and Maintenance amounts for the extended term adds service level standards, provides a scope of work and amount for redaction services, and updates certain provisions in the Agreement; Prior Contract Total \$1,010,000.00; Amount Requested \$1,735,000.00; Maximum Contract Amount \$2,745,000.00.

Amendment #4- 04/15/2013 to 12/31/2024 - Amends the terms, to provide a scope of work and amount for the continuation of redaction services and update certain provisions in the Agreement to add vendor Cloud Search software services. Amount Requested \$1,200,000.00; Maximum Contract Amount \$3,945,000.00.

Amendment #5 -4/15/2013 to 12/31/2027 -Extends the term, increases the Fee and Maintenance amounts for the extended term; Prior Contract Total \$3,945,000.00; Amount Requested \$204,480.00; Maximum Contract Amount \$4,149,480.00.

The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-5: Annual Software License and Storage Fees for On-Premises GovOS Records**

**EXHIBIT A-5  
PRICING**

**Annual Software License and Storage Fees for On-Premise GovOS Records.** In addition to descriptions contained in the Agreement, as amended, the GovOS Records software includes the following features and technology:

**A. Description**

DESCRIPTION OF SOFTWARE LICENSE AND RELATED SERVICE		
GovOS RECORDS MANAGEMENT SOFTWARE: LICENSING FOR THE COUNTY REGISTER AND RECORDER'S OFFICE	<ul style="list-style-type: none"> <li>▪ Cashiering</li> <li>▪ Indexing</li> <li>▪ Quality Control</li> <li>▪ Audit Trail</li> <li>▪ Reporting</li> <li>▪ Case Management</li> </ul>	<ul style="list-style-type: none"> <li>▪ Back-up/Disaster Recovery</li> <li>▪ Search Functionality</li> <li>▪ Internal Public Access/Inquiry</li> <li>▪ eRecording</li> <li>▪ Integration with DOR Transmissions</li> </ul>
GovOS RECORDS SOFTWARE: PUBLIC PORTAL USAGE & SET-UP	<ul style="list-style-type: none"> <li>▪ Unlimited Departmental License</li> <li>▪ Private-Labeled, Web-Search via County Vendor)</li> <li>▪ Office Portal Access/Inquiry</li> </ul>	<ul style="list-style-type: none"> <li>▪ Web Hosting</li> <li>▪ eProcessing (pay via the Web)</li> <li>▪ Credit Card Payments(Processing Based Public</li> </ul>
SOFTWARE ANNUAL SUPPORT & MAINTENANCE	<p><b>GENERAL SUPPORT</b></p> <ul style="list-style-type: none"> <li>▪ Toll-free Support/Helpdesk</li> <li>▪ Online knowledgebase and ticketing (offering self-service)</li> <li>▪ User Group Meetings</li> <li>▪ Mandatory Regulatory Changes</li> <li>▪ 62 Training Hours Annually for modifications, changes, upgrades, and enhancements</li> <li>▪ Vendor's Live Chat for Web Users. This will be disabled at the City's request.</li> </ul>	<p><b>ONGOING UPGRADES &amp; ENHANCEMENTS</b></p> <ul style="list-style-type: none"> <li>▪ Software upgrades as applicable (at no additional cost)</li> <li>▪ WebEx presentation and training of new features with Release Notes</li> <li>▪ Service Level Agreement as set forth below</li> </ul>
Unlimited Data Storage and Access	<ul style="list-style-type: none"> <li>• Continued use of additional storage already in place (3TB)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Software upgrades as applicable (at no additional cost)</li> </ul>

**B. Term and Pricing and Payment for GovOS Records (County Fusion)  
Software License and Storage Fee**

City currently has implemented the GovOS Records system pursuant to the Agreement. Vendor acknowledges and agrees City has paid in full for the GovOS Records system as currently implemented through December 31, 2024.

The annual fee for the GovOS Software License, including upgrades, enhancements, software maintenance, and Vendor support services will not exceed \$58,160.00.

The Annual Storage Fee for GovOS Records will not exceed \$10,000.00.

The total amount for annual software license and storage combined will not exceed \$68,160.00.