

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 **JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, whose address is 200 E Randolph Drive, Chicago, IL 60606 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated August 22, 2024, for the use, hosting, and support of the Archibus software (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. As of June 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 from and after June 1, 2025. In the event of any conflict between Exhibit A and Exhibit A-1, Exhibit A-1 shall control.

2. Subsection 5.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“**5.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Two Hundred Forty-Four Thousand Two Hundred Forty-Three Dollars (\$1,244,243.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor’s risk and without authorization under this Agreement.”

3. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

4. 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.

5. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number:
Contractor Name:

TECHS-202580088-01 / ESEQD-202371354-01
JONES LANG LASALLE AMERICAS 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-202580088-01 / ESEQD-202371354-01
JONES LANG LASALLE AMERICAS INC

By:

Signed by:

Tyler Work

24B4A4007F9D406...

Name:

Tyler work

(please print)

Title:

Account Executive

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT A-1

Statement of Work

This Statement of Work (this “**SOW**”) is made as of the date of the last signature below (“**SOW Effective Date**”) by and between Jones Lang LaSalle Americas, Inc (“**JLL**”) and City and County of Denver (“**Customer**”). This SOW is incorporated by reference and subject to the terms and conditions set forth in the Framework Agreement dated August 22, , 2024 between JLL and Customer (the “**Agreement**”). JLL and Customer may be individually referred to as “**Party**” and collectively as “**Parties**”.

Unless otherwise provided herein, all capitalized terms used in this SOW will have the meaning ascribed to them in the Agreement. This SOW supersedes any prior written or oral communications related to the subject matter herein.

1. SOW TERM.

- 1.1 SOW Term Start Date: June 1, 2025
- 1.2 SOW Term End Date: June 30, 2029

2. PROJECT TITLE.

- 2.1 Project Title. CCDenver, Archibus Software + Support + Hosting Renewal (4 Year Term) 2025 (the “**Project**”).

3. SERVICES AND DELIVERABLES.

- 3.1 Deliverable – ARCHIBUS Term Licenses (48 months).

As a reseller, JLL will provide ARCHIBUS Term Licenses (48 months) for the software itemized in the pricing grid from Eptura Inc. (“**Eptura**”). ARCHIBUS documentation is provided online via the ARCHIBUS help system.

The ARCHIBUS Term License program provides participants with access to new software releases (i.e. upgrades), and hotfix updates (via download) released during the subscription term.

- 3.1.1 As an ARCHIBUS Term License holder, you will receive the following:

- a. Upgrades and updates: Receive information on ARCHIBUS upgrades and updates and be eligible to upgrade to the most current ARCHIBUS version when it is most suitable for you. JLL is available to assist and support your upgrade implementation project under a separate statement of work.
- b. Preview software: Demonstration and beta versions of software from ARCHIBUS and independent developers will be periodically made available.
- c. Local user group notices and/or international ARCHIBUS users’ conference notification: As an ARCHIBUS Term License holder, you will receive information on participating in local ARCHIBUS users’ groups and the annual international ARCHIBUS user’s Conference.

- 3.1.2 Qualifications/Exclusions.

- a. Software licensing is an Agreement between Customer and Eptura. JLL acts only as a value-added reseller for the ARCHIBUS product line. Ordering of ARCHIBUS software by JLL implies Agreement to the Eptura Terms of Service.
- b. Implementation of upgrades is not included in the ARCHIBUS Term License program. JLL can provide upgrade services under a separate statement of work.
- c. If Customer is ordering additional software for an existing ARCHIBUS deployment, Customer will only be billed for supplemental costs for the newly licensed products procured under this SOW. JLL will prorate annual fees for any additional software for the partial year(s) remaining on the original Term to be coterminous with the Term end date.

- 3.1.3 Billing Plan.

- a. 100 percent of the annual fee associated with Year 1 will be billed when JLL places the order for the software with Eptura; billing for subsequent years will occur annually on the anniversary date of the initial order.

- 3.1.4 Assumptions – Archibus Term Licenses Renewals.

- a. JLL will provide Customer with renewal pricing 120 days prior to their renewal date. Customer has up to 35 days before their renewal date to inform JLL of any licensing changes, or cancellation of renewal via email at support-ds@jll.com; **if Customer does not provide notice**

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of changes or cancellation, then the Term licenses will be automatically terminate. JLL will invoice Customer for renewal period within 30 days of renewal date.

3.2 Deliverable – ARCHIBUS JLL Technical Support Maintenance.

3.2.1 JLL will provide a technical support level software maintenance plan to provide ongoing software, system, and user support for the term of the maintenance plan. As a JLL technical support software maintenance plan member Customer will receive the following ARCHIBUS-related support from JLL:

- a. Unlimited Phone Support for System Troubleshooting.
 1. Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of ARCHIBUS:
 - a. Application server (Apache Tomcat)
 - b. Database server (Oracle or MS SQL server)
 - c. Web Central, Smart Customer, and ARCHIBUS Extensions
- b. Access to JLL's technical support engineers via phone or web to ask questions related to application end use functionality for the following applications:
- c. Web Central Core
- d. – Bundle - Portfolio Management + Lease Administration
- e. – Asset Management
- f. – Space Inventory and Performance
- g. – Personnel and Occupancy
- h. – Enterprise Move Management
- i. – Bundle - Reservations + Hoteling
- j. – Performance Metrics Framework
- k. – Smart Client Extension for AutoCAD (2)
- l. Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to integrations with ARCHIBUS:
 1. Workday
 2. Azure SSO
 3. ServiceNow

3.2.2 Qualifications/Exclusions.

- a. Assumes Customer's software is standard out-of-the-box ARCHIBUS or was configured/modified by JLL.
- b. JLL's standard technical support hours are Monday through Friday, 7:00 am to 7:00 pm Central Time Zone (UTC -06:00):
 1. + 1 888 391 9166 / US and Canada
 2. Email: support-ds@jll.com
- c. Excludes technical support for Customer created programmatic functions including workflow, JavaScript, xml, and java. JLL offers additional support programs for programmatic technical support, mentoring, and training.
- d. Excludes technical support for configuration of on-premise server environments. Examples include SSL configuration and virtual machine configuration.
- e. End use support is defined as support for ARCHIBUS views and functions available within Smart Customer, Web Central, AutoCAD, and Revit (as they relate to the use of ARCHIBUS).

3.2.3 Billing Plan.

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100 percent of the fee associated with the JLL technical support maintenance plan will be billed upon receipt of Customer’s purchase order.

Travel expenses for on-site services are billable to Customer at direct cost and are not included in the technical support maintenance plan fee.

3.3 Deliverable – ARCHIBUS Hosting – Base Application Hosting.

3.3.1 Hosting environments are provisioned by JLL and are deployed via Amazon Web Services (“AWS”). The selected hosting package will contain the following products and services:

a.

Base Packages

Package	Description
Basic Application Hosting	Production/Staging application hosting. Single node application and database servers.

3.3.2 Qualifications/Exclusions.

- a. Customer must provide proof of licensing for all hosted applications including ARCHIBUS, AutoCAD, etc. unless otherwise specified by a JLL representative.
- b. The monthly hosting cost includes server and infrastructure administration services; it does not include ARCHIBUS application administration services.
- c. No direct access to any hosted servers will be granted. All access will be through ARCHIBUS web central only which may include any of the browser, mobile application, web service or smart Customer interfaces.
- d. Application software to be installed by JLL technicians only. JLL must approve Software applications prior to implementation. ARCHIBUS and related technologies Customer published on the current ARCHIBUS support matrix are currently approved.
- e. must maintain an active ARCHIBUS software support Agreement directly with JLL.
- f. ARCHIBUS application and platform "upgrades" are outside the scope of this SoW and would be quoted and billed separately.
- g. Regarding technical support, Customer acknowledges that, except as expressly provided in this SoW, all support for the Software will be provided as defined by the separate software license Agreement between Customer and JLL. JLL will provide support to Customer only with respect to access and availability of the ARCHIBUS Software maintained by JLL pursuant to this SoW.
- h. Application up-time applies to production servers only and excludes any scheduled maintenance periods.

3.3.3 Billing Plan.

- a. Customer’s hosting is scheduled to renew on **June 1, 2025**
- b. Services will be invoiced annually based on Customer’s renewal date

EXHIBIT A-1

4. PRICING.

4.1 Pricing for Year 1 is below. Pricing for years 2, 3, and 4 are capped at a 5% yearly increase.

ARCHIBUS Software Licenses		
Item	Description	QTY
TERM-ACP-10-E	ACPs - 10 Concurrent User Package	1
TERM-AMF250-E	ARCHIBUS Mobile Framework (for up to 250 Users)	1
TERM-APMF250-E	ARCHIBUS Performance Metrics Framework (for up to 250 Users)	1
TERM-AMB-E	Asset Management (with Asset Portal functionality)	1
TERM-CBPM-E	Bundled Package - Capital Budgeting + Project Management	1
TERM-PALA-E	Bundled Package - Portfolio Management + Lease Administration	1
TERM-2WSB-E	Bundled Package - Reservations + Hoteling	1
TERM-MM-E	Enterprise Move Management	1
TERM-SPO-E	Personnel & Occupancy	1
PACP-SSL1-250CU-E	Portal Application Control Points (PACPs) - 250 Level 1 - Self Service - Concurrent User Package	1
TERM-SCEREV-E	Smart Client Extension for AutoCAD & Revit	2
TERM-SIP-E	Space Inventory & Performance	1
TERM-CORE-E	Web Central Core Program	1
ARCHIBUS Software Total:		\$74,576.88

Appendix JLL Rate Schedule Hourly Rates Rates will not increase more than 3% per year		
Role	Onshore	Offshore
Project Manager	\$250.00	\$80.00
Project Coordinator	\$205.00	\$65.00
Support Specialist	\$220.00	\$70.00
Application Analyst	\$250.00	\$80.00
Developer	\$250.00	\$80.00
Technical Architect	\$275.00	\$115.00
Business Analyst	\$275.00	N/A
CAD/CAFM Specialist	\$125.00	\$55.00
CAD/CAFM Administrator	\$250.00	\$80.00

5. MISCELLANEOUS.

5.1 Third-Party Products. JLL may resell to Customer Third-Party Products, software, hardware, technology, platforms, and services that have been purchased or licensed by JLL, or JLL’s services may directly relate Third-Party software or products purchased or licensed by Customer (“**Third-Party Products**”). JLL does not make any warranties, express or implied, statutory or otherwise, with respect to such Third-Party Products. Customer may be required to comply with or agree to certain end user license Agreement terms and conditions (“**EULA**”) related to such Third-Party Products, if applicable. In addition, JLL will pass through to Customer any applicable warranties related to such products or services. Customer is

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responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of Customer's networks. JLL will have no liability with respect to Customer's cybersecurity, network access or any of the Third-Party Products.

- 5.2 **Warranty.** The following warranty will apply to all services: JLL warrants solely that the services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable in this SOW. Unless otherwise agreed to in this statement of work, Customer's sole and exclusive remedy and JLL's entire obligation hereunder will be to perform or re-perform the services that are the subject of a claim. Customer will notify JLL of warranty claim when the issue arises but not later than 60 days after the invoice date to fall within the parameters of the warranty.
- 5.3 **Change Order.** In the event that any services or products not included in this statement of work are requested by Customer or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. Customer agrees to follow the change order process.