

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 **CHESAPEAKE SYSTEMS INTERNATIONAL LLC**, a Maryland limited liability company, whose address is 801 W. 33rd ST., Baltimore, MD 21211 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated September 14, 2023, for the use and migration of the CatDV Acorn Digital Media Asset Management platform (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 the date of execution of this Amendatory Agreement, 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 the date of execution of this Amendatory Agreement. In the event of any conflict between Exhibit A and A-1, Exhibit A-1 shall control.

2. Section 5 of the Agreement, titled “**TERM**,” is amended to read as follows:

“5. **TERM**: The term of the Agreement (“Term”) shall commence on September 11, 2023, and expire, unless sooner terminated, on September 30, 2029. Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 6.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“6.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Hundred Forty Thousand Five Hundred Seventy-Two Dollars (\$640,572.00) (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 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 29 of the Agreement, titled “**PAYMENT OF CITY MINIMUM WAGE**,” is amended to read as follows:

“29. **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 of this Amendatory Agreement, a new Subsection 17.10, titled “**Personal Information Protection**,” is hereby added to the Agreement and shall read as follows:

“**17.10. Personal Information Protection**: As required by D.R.M.C. § 28-251 and Colo. Rev. Stat. § 24-74-102 et seq., the Contractor shall not collect or disseminate individually identifiable information regarding national origin, immigration status, or citizenship status except as expressly required by applicable law. The Contractor, including its employees, agents, and subcontractors, shall not share any PII with third parties for purposes of investigating, participating in, cooperating with, or assisting federal immigration enforcement. If the Contractor is granted direct access to any City database or automated network containing personally identifiable information (PII), the Contractor shall annually complete and submit a certification, provided by the City, on behalf of itself and its employees. This obligation shall remain in effect for as long as the Contractor maintains such access. If the Contractor engages any subcontractors that require direct access to City databases or automated networks containing PII, the Contractor shall ensure that each such subcontractor also executes and delivers the certification to the City annually for the duration of their access.”

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**, QUOTE 213058.

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Contract Control Number: TECHS-202683534-01 (202368337-01)
Contractor Name: CHESAPEAKE SYSTEMS INTERNATIONAL LLC

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

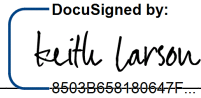
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202683534-01 (202368337-01)
CHESAPEAKE SYSTEMS INTERNATIONAL LLC

By:  _____
8503B658180647F...

Name: Keith Larson
(please print)

Title: Director, Central Territory
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Customer Information

Mike Gallegos
 City and County of Denver
 1437 Bannock Street
 Denver, CO 80202

Date: 2/10/2026
 Salesperson: Keith Larson
 Delivery: N/A
 Payment Terms: Net 30

Acorn & SLA Renewal 2026-2029				
LINE ITEM	DESCRIPTION	QTY	NET PRICE	EXT PRICE
1	Custom Acorn Bundle • 1 - CatDV Pegasus Server (On-prem) • 2 - CatDV Pegasus Worker Node (On-prem) • 1 - Admin Client • 5 - Advanced Premiere Panels (concurrent users) • 15 - Web Clients (concurrent users) • CatDV Archive Plug-in • HelmutFX - Project Creation and Management • 5TB AWS S3 (DB Backup) • 1- Archive Plugin for S3 • CHESA Service Level Agreement (SLA) <i>Subscription Period: 10/1/2026 - 9/30/2027</i> Year 1 of 3 year contract	1	\$99,830.00	\$99,830.00
2	Custom Acorn Bundle • 1 - CatDV Pegasus Server (On-prem) • 2 - CatDV Pegasus Worker Node (On-prem) • 1 - Admin Client • 5 - Advanced Premiere Panels (concurrent users) • 15 - Web Clients (concurrent users) • CatDV Archive Plug-in • HelmutFX - Project Creation and Management • 5TB AWS S3 (DB Backup) • 1- Archive Plugin for S3	1	\$99,830.00	\$99,830.00



801 W. 33rd Street
 Baltimore, MD 21211
 (t) 410.243.1023
 (f) 410.243.1259
 www.chesa.com

QUOTE 213058

C & Co. Denver | Acorn & SLA Renewal 2026-2029 (3YR)

<ul style="list-style-type: none"> • CHESA Service Level Agreement (SLA) <p><i>Subscription Period: 10/1/2027 - 9/30/2028</i> Year 2 of 3 year contract</p>				
3	Custom Acorn Bundle <ul style="list-style-type: none"> • 1 - CatDV Pegasus Server (On-prem) • 2 - CatDV Pegasus Worker Node (On-prem) • 1 - Admin Client • 5 - Advanced Premiere Panels (concurrent users) • 15 - Web Clients (concurrent users) • CatDV Archive Plug-in • HelmutFX - Project Creation and Management • 5TB AWS S3 (DB Backup) • 1- Archive Plugin for S3 • CHESA Service Level Agreement (SLA) <p><i>Subscription Period: 10/1/2028 - 9/30/2029</i> Year 3 of 3 year contract</p>	1	\$99,830.00	\$99,830.00
			SUBTOTAL	\$299,490.00

GRAND TOTAL	\$299,490.00
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NOTE: Applicable Sales Tax will be reflected on final invoice[s].
NOTE: Orders processed by Credit Card will be subject to a 3% transaction fee.



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Baltimore, MD 21211
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QUOTE 213058

C & Co. Denver | Acorn & SLA Renewal 2026-2029 (3YR)

EIN: 52-1695936
DUNS: 78-249-5972
CAGE: 1SPA1