<div align="center">**AMENDATORY AGREEMENT**</div>

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SLALOM, LLC,** a Colorado limited liability company, whose address is 821 2ND Avenue, Seattle, WA 98104 (the "Consultant"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an On-Call Agreement dated October 14, 2020, to provide on-call professional services related to business intelligence and communication technologies (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. Section 2 of the Agreement, titled "**TERM**," is amended to read as follows:

   "**2.   TERM**: The term of this Agreement shall commence on October 1, 2020 and shall terminate on December 31, 2026, unless earlier terminated in accordance with the Agreement."

2. Subsection 3(D)(i) of the Agreement, titled "**Maximum Contract Liability**," is amended to read as follows:

   "(i)   Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Ten Million Dollars ($10,000,000.00) (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to the Consultant for any further services and that any services performed by the Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at the Consultant's risk and without authorization under this Agreement."

3. Section 25 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

   "**25.   NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts."

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

5. 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.

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Contract Control Number: TECHS-202263882-01 (202055759-01)
Contractor Name: SLALOM, 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: TECHS-202263882-01 (202055759-01)
Contractor Name: SLALOM, LLC.

By:
DocuSign by:
Binh Diep
64E8464F987C46B...

Name: Binh Diep
     (please print)

Title: General Manager
     (please print)

ATTEST: [if required]

By: _____

Name: _____
     (please print)

Title: _____
     (please print)