

THIRD AMENDATORY AGREEMENT

This **THIRD 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 6300 Cedar Springs Road, Dallas, Texas 75235 (the “Vendor”), successor in interest to Kofile Technologies, Inc., jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated April 13, 2013, a First Amendatory Agreement dated January 21, 2014, and a Second Amendatory Agreement dated January 24, 2017 (collectively, the “Agreement”) to implement the Vendor’s Recording Software Solution for the Denver Clerk and Recorder’s Division for Recording, Records, Marriage Licenses, and Public Trustee.

B. The Parties wish to amend the Agreement to add a project scope for redaction of information, add service level standards, extend the term, increase the Fee and Maximum Contract Amount, amend the Examination of Records clause, and amend the No Discrimination in Employment.

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

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2 and A-3...” as applicable. The scope of work marked as **Exhibit A-2** and SSL Targets marked as **Exhibit A-3** attached to this Third Amendatory Agreement are hereby incorporated by reference. All references to “...Exhibit C ...” in the Agreement shall be amended to read: “...Exhibits C and C-1...” as applicable. The Exhibit marked as **Exhibit C-1 Pricing** attached to this Third Amendatory Agreement is hereby incorporated by reference.

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

“4. TERM:

The term of the Agreement is from April 15, 2013 through December 31, 2024.”

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, and E is \$2,745,000.00 (the “Fee”). 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 **TWO MILLION SEVEN HUNDRED AND FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,745,000.00)**. 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. Section 8 of the Agreement entitled **EXAMINATION OF RECORDS** is amended to read as follows:

“**8. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor’s performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Vendor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all time comply with D.R.M.C. 20-276.”

5. Section 24 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is amended to read as follows:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Vendor 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 Vendor shall insert the foregoing provision in all subcontracts.”

6. As herein amended, this Agreement is assigned and assumed in full by the Vendor, and affirmed and ratified in each and every particular by the Parties.

7. This Third 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.

ATTACHED EXHIBITS:

A-2 Redaction Services-Statement of Work and costs

A-3 Service Level Standards

C-1 Pricing

Contract Control Number: CLERK-202160566-03[CLERK-201309360-03]
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:

By:

Contract Control Number:
Contractor Name:

CLERK-202160566-03[CLERK-201309360-03]
GOVOS INC

By:  DocuSigned by:
47EBBDBA2D44B0...

Name: Kevin Lafeber
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2

Redaction Services

Statement of Work and Costs

1. Purpose: The purpose of the redaction project is to implement a phased scope of services to identify and redact certain personal identifying information (PII) from images that may be accessible online over the internet through Vendor's GovOS Records software system. Vendor's services will be launched using Vendor's automated redaction optical character recognition (OCR) tool and will include manual review and redaction for handwritten PII that cannot be redacted with Vendor's OCR software. Vendor represents the combination of its OCR tools and manual verification processes are of sufficient quality to accurately and reliably locate and redact specified data according to an OCR rate above 95% confidence level rating. This is highly dependent of the image quality of the historic document. Optical character scans that return a recognition confidence rating of less than 80% will be manually redacted. Images that are of poor quality or are handwritten will be manually redacted.

2. Project Scope
 - a. Vendor will, in accordance with the Project Plan described below, use its OCR tool to sort images in batches for identification and redaction of PII. When the OCR tool identifies an image that contains PII, the Vendor will auto-redact the PII wherever found on an image and save the redacted document as an entirely new document in the City's environment. Vendor will populate auto-redacted images into a queue for the City's quality assurance review.

 - b. For images that (i.) cannot be searched or redacted automatically with the Vendor's OCR tool or (ii.) pass through the automated OCR tool but subsequently fail Vendor's QA review, Vendor will populate a queue to allow the Vendor to manually review each image fully to identify whether the image contains PII. When the Vendor identifies an image that contains PII, Vendor will ensure a new copy of the entire document is created with PII manually redacted. These images may require additional time to complete, and the timeline will be addressed in the Project Plan described below. Vendor will populate these redacted images into a queue for the City's quality assurance review.

 - c. For handwritten, poor-quality images, and automated processes, when the redaction process has been completed, the redacted document will be saved into the City's database in the same file as the original file image. Vendor will populate sorted images for which a redaction of PII was not applied into a second queue for the City's quality assurance review.

 - d. For images on which there is no determination whether there is PII information in the image to be redacted, the image shall be placed in a review queue for the City to make a determination.

 - e. Once reviewed, Vendor will ensure the redacted and original document will be accessible to authorized Clerk and Recorder staff, while only the redacted document will be available for public viewing online over the internet through the GovOS Records software system.

- f. Vendor will create and make available reporting tools in the GovOS Records software containing data or other information reasonably requested by the City. A full description of all required reports will be included in the project plan. The following list is illustrative only and not exhaustive; it includes the following data fields for each batch:
 - i. Total count of all images and documents reviewed and processed with included reception numbers for each document
 - ii. Total count of all images and documents with included reception numbers for each documents auto-redacted, manually redacted, and identified by Vendor as not requiring a redaction
 - iii. Total count of all images and documents with included reception numbers for each handwritten and poor-quality image documents that required manual redaction
 - iv. Percent of documents auto-redacted compared to total documents processed
 - v. Percent of documents manually redacted compared to total documents processed
 - vi. Percent of documents identified by Vendor as not requiring a redaction.
 - vii. Report of Documents that were not able to be processed either by the OCR or Manual Processes for City review.

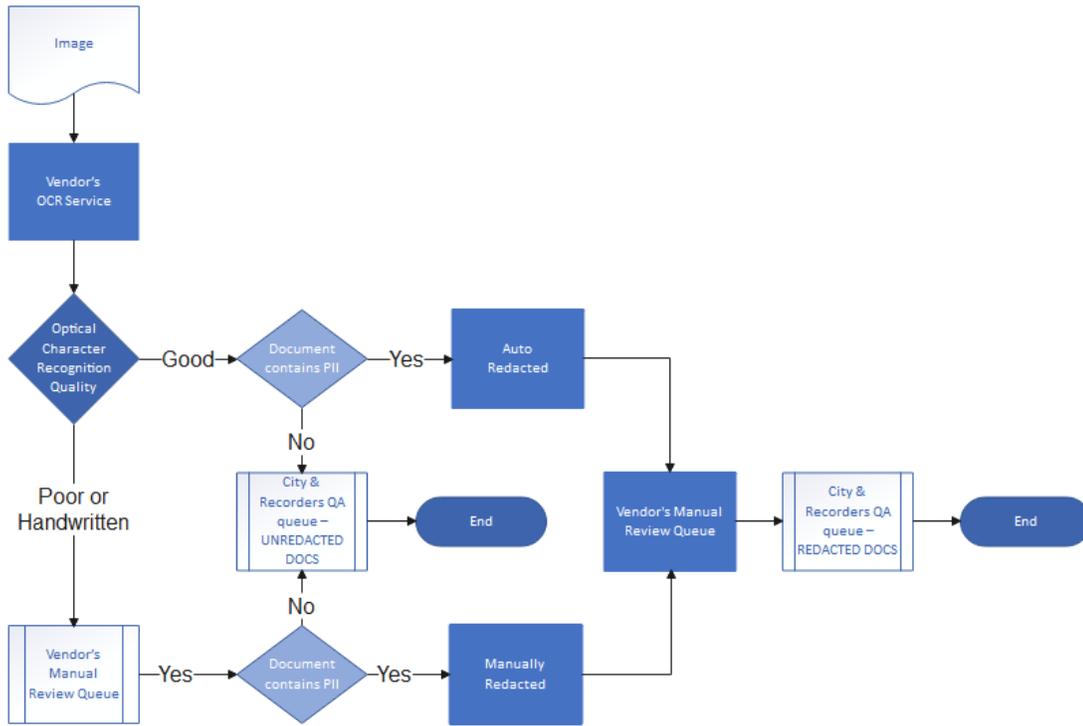
- g. Both the City and the Vendor will allocate up to 4TB of service space in their respective environments to house newly redacted documents. This is an estimation of the storage space necessary to complete both phases.

- h. GovOS will purchase at its expense an additional Abbyy license(s) dedicated to this project.

- i. At the conclusion of each phase of the project, GovOS will provide a full description of the methodology used to obtain a 95% confidence level in their work. The description shall explain the process used by which the Clerk and Recorder's Office may rely on the 95% confidence level.

- j. Omitted. Balance of Page left blank.

k. Flow Chart of implementation:



3. Project Plan. Within thirty (30) days of the date written on the City's signature page for the Third Amendatory Agreement, the parties will memorialize a more detailed SMART project plan to ensure the project is completed according to the purpose and parameters set forth above. For purposes of this project, a SMART project plan is one that is specific, measurable, achievable, relevant, and time bound for all activities that require either Vendor and/or City efforts to complete. The Project Plan shall specify the proposed batching of records for both Phase I and Phase II redaction efforts that will allow for an iterative QA review by both the Vendor and the City throughout the delivery term of each phase. The process will include a segregation of duties between the staff responsible for redaction and those responsible for quality assurance activities. Evidence of quality assurance reviews will be documented in accordance with the project's SMART goals. For each phase of the project, the County will issue a notice to proceed for Vendor to commence services. For Phase 1, the work will be completed within no more than one hundred eighty (180) days of notice to proceed. For Phase 2, the work will be completed within no more than one (1) year of the notice to proceed.

4. Project Phases

a. Project Scope for Phase 1 (see below): Document Types and # of Images beginning January 1, 1935 through September 30, 2021. Project will also include phase 1 documents recorded through October 1, 2021 through December 31, 2021 subject to the availability of appropriated funds.

Document Types for Phase 1	# Documents	# of Images
DEATH CERTIFICATE	79,873	131,589
JUDGMENT	227,503	265,947
LIEN	268,859	332,089
LIS PENDENS	14,514	26,766
NOTICE EXTENDING TIME TO FILE A LIEN	1,886	3,210
PARTIAL RELEASE	22,101	35,591
PARTIAL RELEASE OF FEDERAL TAX LIEN	139	140
RELEASE	213,175	292,652
RELEASE LIEN STATE	58,712	68,631
RELEASE OF BOND	1,091	1,353
RELEASE OF FEDERAL TAX LIEN	49,806	52,850
RELEASE OF LIEN	290,019	311,764
SATISFACTION OF JUDGMENT	42,358	50,339
TAX LIEN	597	1,029
TAX LIEN FEDERAL	89,362	122,048
TAX LIEN STATE	32,739	36,499
Totals:	1,392,734	1,732,497

b. Project Scope for Phase 2 Deed of Trust and additional document types for the period beginning January 1, 1935 through September 30, 2021. Project will also include phase 2 documents and additional document types recorded through October 1, 2021 through December 31, 2021 subject to the availability of appropriated funds.

Document Types for Phase 2	# Documents	# of Images
DEED OF TRUST	1,962,793	16,670,799

6. Schedule A-2 Redaction Services Pricing

Pricing is predicated on the redaction of one (1) PII Data element type. Should more than one instance of that single PII data element type appear on a single image, all instances shall be redacted at no additional cost.

Pricing shall be at a rate of \$0.069 per image if the agreement is fully executed by 11:59 p.m., M.T. on 12/3/2021. If the agreement is not fully executed by this deadline, pricing shall be at a rate of \$0.075 per image. The agreement will be deemed fully executed as of the date written on the City's signature page.

The following table provides an estimation of the costs for phase 1 and phase 2 of the project based on document counts from January 1, 1935 to September 30, 2021 at both price points, as well as an estimated total for both phases.

Estimated number of images per phase from January 1, 1935 through September 30, 2021.	Total # of Images	Standard Price Per-Image Cost \$.075	Discount Price Per-Image Cost \$.069
Phase 1 – Death Certificates / Liens	1,732,497	\$129,937.28	\$119,542.29
Phase 2 - Deeds of Trust	16,670,799	\$1,250,309.93	\$1,150,285.13
Estimated Totals	18,403,296	\$1,380,247.20	\$1,269,827.42

Contingency Items:

Phase 1 - Documents redacted Oct 1 – Dec 31, 2021

Phase 2 - Additional document types added for redaction

Phase 1 and 2 hand-written images that exceed 20% of total images for Phase 1 and 2 total images at the current contract rate of \$.07 per image above project pricing

Phase 1 and 2 – Additional PII data element types identified for redaction

Progress payments for each Phase. Vendor will invoice the City monthly and include supporting documentation and any other information reasonably requested by the City. Milestones shall be mutually determined during the creation of the project plan as provided for above. Entries into the City's QA Queues shall be by document; a single document may, however, contain multiple TIF images. City shall have the right to withhold from each payment a sum ("retainage") equal to twenty (20) percent of the invoice for redaction services provided. The City shall make every effort to complete its QA review of each completed document within thirty (30) days of the date Vendor added it into the Clerk and Recorder's Quality Assurance Queue(s). The City shall have no obligation to pay for any image that fails the City's QA review and is subsequently corrected by the City, unless the total number of images corrected by the City remains below 5% of the total image count per invoice. Documents that are not reviewed by the City within sixty (60) days shall be deemed accepted for payment purposes. Notwithstanding the preceding sentences, for each

image corrected by the City and reported to Vendor, the City will have the right to deduct from the balance in retainage a sum equal to the amount paid for by the City, if any, for images corrected by the City. Payment on uncontested amounts will be made in accordance with the City's Prompt Payment Ordinance.

Section 7. Adjustments to Scope of Work: The Parties may mutually agree in writing to modify this Exhibit A-2 to increase, decrease, or revise the services, support, or project Scope or to modify the Budget; provided, however, that no modification shall result in or be binding on the City if the proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing all modifications to this Exhibit A-2 by revising and restating it and referencing this City Contract Control number stated on the signature page. All modifications to Exhibit A-2 shall contain the date upon which the modified Exhibit shall take effect. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City electronic contract system by the Clerk and Recorder's Office for public access through the City Clerk. A modification to Exhibit A-2 that requires an increase to the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by the Parties in the same manner as the Agreement.

EXHIBIT A-3
On-Premise Licensed Software Service Level (SSL) Targets

The purpose of the -SSL is to define the agreed upon service targets for response and resolution of Software nonperformance issues. Kofile's service level agreement does not apply to errors or problems which have been caused by issues beyond Kofile's control (e.g., customer's inability to connect to the Internet, use of improper hardware, etc.). Vendor will use commercially reasonable efforts to maintain staff and public use availability of GovOS Records and subscription services twenty-four (24) hours per day, seven (7) days a week.

The following procedure will be followed if resolution is required to a service level resolution target arising during performance of this agreement:

For Priority Level P0 and P1 Response and Resolution targets, Vendor will, upon receipt of a support ticket, begin troubleshooting, addressing and resolving the problem within 1-4 hours. The County may initiate a support ticket through Vendor's support ticket system, by phone, or email. Support tickets may be submitted by the County or the City's Technology Services Department. The County or the City's Technology Services Department may choose or edit a severity level for each incident subject to the Severity Level descriptions below.

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 1-4 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 15 minutes	Within 1-4 hours
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question that does not prevent business goals from being attained	Within 8 business hours	Within 10 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration	Within 12 business hours	Within 10-14 business days

	issues or questions that are not urgent.		
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EXHIBIT C-1 PRICING

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

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

City currently has implemented the GovOSRecords system pursuant to the Agreement. Vendor acknowledges and agrees City has paid in full for

the GovOSRecords system as currently implemented through December 31, 2021.

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 will exceed \$68,160.00.

The parties acknowledge that Vendor has received payment for GovOS Records through December 31, 2021, in accordance with the Agreement. Beginning January 1, 2022, and annually on January 1, thereafter, GovOS will invoice the County for Annual License and Storage Fees as long as the Agreement has not been terminated earlier.