

THIRD AMENDATORY DATABASE ACCESS AGREEMENT

THIS THIRD AMENDATORY DATABASE ACCESS AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **BACKGROUND INFORMATION SERVICES, INC.**, a Colorado corporation with its principal place of business located at 1800 30th Street, Suite 204, Boulder, Colorado 80301 (the "Customer").

RECITALS

- A.** The City and Customer entered into a Database Access Agreement dated September 27, 2011 and an Amendatory Database Access Agreement dated August 7, 2012 (together, the "Agreement").
- B.** The parties acknowledge that the City has received \$661,543.00 in total revenues since the Agreement commenced in April 2011.
- C.** The parties anticipate that from April 7, 2014 through April 7, 2015, the revenue to be paid to the City will be \$357,292.00.
- D.** The parties also acknowledge that under § 3.2.6. of the City's Charter, all contracts, including amendments, that will require or result in payment by or receipt of \$500,000 or more by the City, must be approved by City Council before the City executes the contract.
- E.** The parties further acknowledge that before the Agreement results in an obligation for the City's receipt of \$500,000 or more, they will need to obtain City Council approval of an amendment to it.
- F.** The City and Customer wish to amend the Agreement to extend the term as set forth below.
- G.** The Agreement, expired by its terms on April 7, 2014.
- H.** Rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term.

The parties agree as follows:

1. Subparagraph (a) of Paragraph 5, entitled "**TERM AND TERMINATION**," is amended by deleting:

"...April 7, 2014..."

And replacing it with

"...April 7, 2015..."

2. Except as amended in the Third Amendatory Agreement, the Agreement is revived, affirmed and ratified in each and every particular.

3. The Third Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

4. Customer assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Third Amendatory Agreement. The person or persons signing and executing the Third Amendatory Agreement on behalf of Customer hereby warrants and guarantees that Customer has fully authorized he or she or them to execute the Third Amendatory Agreement on behalf of Customer and to validly and legally bind Customer to all terms, of the Agreement as amended by the Third Amendatory Agreement set forth herein.

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Contract Control Number:

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:

By _____

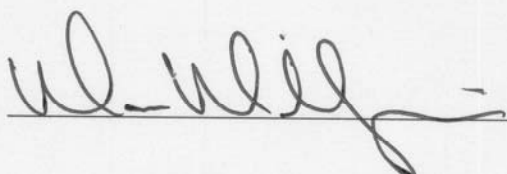
By _____

By _____



Contract Control Number: COURT-201100449-03

Contractor Name: Background Information Services, INC

By: 

Name: MARC MILLIGAN
(please print)

Title: OWNER PRESIDENT / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

