

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, together with the Smart911 Order Form (“Order Form”) attached hereto as Exhibit A-1, is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **RAVE WIRELESS, INC.** d/b/a Rave Mobile Safety, a Delaware Corporation registered to do business in Colorado, whose address is 492 Old Connecticut Path, Framingham, MA 01701 (“Contractor” or “Rave”). The City and the Contractor are also referred to herein each as a “Party” and jointly as “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated June 28, 2015 (the “Agreement”), to provide specialized technology services;

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase compensation to the Consultant, as follows; and

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

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “Exhibits A and A-1.”

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

“4. **TERM**: The term of the Agreement is from June 30, 2015 and shall continue until June 30, 2025.”

3. Articles 5. A. and D. (i) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Fee**”, “**Maximum Contract Liability**” is amended to read as follows:

“**A. Fee**: The fee for the software services and license described in the SOW and Order Forms is \$1,110,661.76 (the “Fee”), to be paid in annual installments as set forth in the Order Form. The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance.”

“**D. Maximum Contract Liability**:

(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ONE MILLION ONE HUNDRED TEN THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND SEVENTY-SIX CENTS (\$1,110,661.76) (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 Contractor beyond that specifically described in **Exhibit B**. Any services

performed beyond those in Exhibit B are performed at Contractor's risk and without authorization under the Agreement.”

4. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. This 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.

6. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-201950168-Alfresco 201520827-1
Contractor Name: RAVE WIRELESS 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:

TECHS-201950168-[Alfresco 201520827-1
RAVE WIRELESS INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

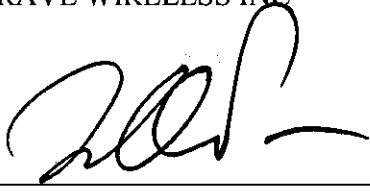
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

TECHS-201950168-[Alfresco 201520827-1
RAVE WIRELESS INC

By:  _____

Name: ~~Amy Polanik~~ William C. Price
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A-1
LICENSE & SERVICES ORDER FORM No. 2**

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Denver-911
ADDRESS:	12025 E 45th Ave.
	Denver, CO. 80239
CONTACT NAME/TITLE:	Shelly Lesnansky / 9-1-1 Ops. Mgr
PHONE:	(720) 913-2009
EMAIL:	shelly.lesnansky@denvergov.org

LICENSE TERM:	July 1, 2020 through June 30, 2025
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Existing Licenses			
Product Description	Unit	Qty	Annual License Fee
Rave 911 Backup License	Seats	22.00	\$0.00
Rave 911 Suite Standard	Seats	40.00	\$117,646.91
Annual License Fees:			\$117,646.91

TOTAL FEES:

	Term:	Amount:	Due By:
Annual License Fees	(7/1/20 – 6/30/21):	\$117,646.91	7/1/20
Annual License Fees	(7/1/21 – 6/30/22):	\$117,646.91	7/1/21
Annual License Fees	(7/1/22 – 6/30/23):	\$117,646.91	7/1/22
Annual License Fees	(7/1/23 – 6/30/24):	\$117,646.91	7/1/23
Annual License Fees	(7/1/24 – 6/30/25):	\$117,646.91	7/1/24
Total Fees:		\$588,234.55	

SPECIAL CONDITIONS:

Client has the option to add additional seats at a rate of \$2,941.17 per seat during the term of this Amendment.