

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 **MOST PROGRAMMING, INC.**, a Colorado corporation, whose address is 2000 S. Colorado Blvd., Tower One, Suite 2000-402, Denver, CO 80222 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated June 10, 2020, to provide Smart City services (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 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM:** The term of this Agreement (“Term”) shall commence on May 1, 2020, and shall terminate on April 30, 2025, unless earlier terminated in accordance with the Agreement.”

2. Subsection 4.4 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**4.4.** 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 Contractor under the terms of this Agreement for any amount in excess of Four Million Dollars (\$4,000,000.00) (the “Maximum Contract Amount”). The Contractor acknowledges that the City is not obligated to execute an agreement or an amendment to the Contractor for any further services and that any services performed by the Contractor beyond that specifically described in Exhibit A or contained in a Task Order are performed at the Contractor’s risk and without authorization under this Agreement.”

3. Section 27 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**27. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor 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 Contractor 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: GENRL-202367088-01 [GENRL-201952377-01]
Contractor Name: MOST PROGRAMMING, 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

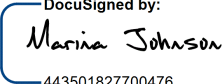
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202367088-01 [GENRL-201952377-01]
MOST PROGRAMMING, INC

By:  _____
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Name: Marina Johnson
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)