

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 **LEXISNEXIS VITALCHEK NETWORK INC.**, a Tennessee corporation with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 (the “Customer”), collectively “the Parties”.

RECITALS

A. The Parties entered into a Database Access Agreement dated July 24, 2012 and an Amendatory Database Access Agreement, dated July 25, 2013, and a Second Amendatory Database Access Agreement, dated June 17, 2014 (together, the “Agreement”).

B. The Parties acknowledge that the City has received \$483,991.00 in total revenues since the Agreement commenced in July 24, 2012.

C. The Parties anticipate that from June 17, 2014 through July 24, 2016, the revenue to be paid to the City will be \$259,316.00.

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 Parties wish to amend the Agreement to extend the term as set forth below in the Third Amendatory Database Access Agreement (“Third Amendatory Agreement”).

The Parties agree as follows:

1. Article 5(a) of the Agreement entitled “TERM AND TERMINATION,” is amended as follows:

“5. TERM AND TERMINATION.

(a) Term. The term of the Agreement commences on July 24, 2012 and expires July 24, 2016, unless extended in accordance with the terms of the Agreement, or unless earlier terminated upon the first to occur of any of the events listed below (“Term”). The events listed below are referred to as “Event of Termination”:

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

3. 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.

[SIGNATURE PAGES FOLLOW]

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-201206477-03

Contractor Name: LexisNexis VitalChek Network, Inc.

By: Jeffrey B. Pietke

Name: Jeffrey B. Pietke
(please print)

Title: VP + General Mgr
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

