

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 **QUESTICA SOFTWARE, INC.** (formerly known as **QUESTICA, INC.**), a Canada corporation registered to do business in Colorado, whose address is 603 Michigan Drive, Unit 1, Oakville, Ontario, L6L 0G2 CANADA, (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into Agreement dated August 11, 2014 (the “Agreement”) for the performance of certain services set forth in the Agreement and exhibits; and

B. The Parties wish to amend the Agreement to extend the term and increase funding.

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...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work/pricing marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 19 of the Agreement entitled **TERM** is amended to read as follows:

“**19. TERM:** The term of the Agreement is from August 1, 2014 through August 1, 2025.”

3. Section 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 20.4.1 entitled “**Maximum Contract Liability**” is amended to read as follows:

“**20. COMPENSATION AND PAYMENT:**

20.4. Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION TWO HUNDRED NINETY-ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS (\$3,291,680.00)** (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 A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement. .”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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.

Contract Control Number: TECHS-202054455-01 (TECHS-201417093-01)
Contractor Name: QUESTICA SOFTWARE 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-202054455-01 (TECHS-201417093-01)
QUESTICA SOFTWARE INC

By:  _____
8F4D6A39064C41C...

Name: Craig Ross
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1



Price Quote

Prepared for

Joe Saporito
City and County of Denver

by

Craig Ross
Questica Ltd.

03222020

Questica Budget Price Quote

Quotation ID#: City and County of Denver - 03222020

Description	Year	Total
COST BREAK-DOWN		
Annual Subscription Fee	August 11, 2020	\$210,000
Annual Subscription Fee	August 11, 2021	\$210,000
Annual Subscription Fee	August 11, 2022	\$210,000
Annual Subscription Fee	August 11, 2023	\$210,000
Annual Subscription Fee	August 11, 2024	\$210,000
Total Software Subscription for 5-Year Term (including maintenance, support and hosting):		\$ 1,050,000

Pricing is based on a 5-year term from August 11, 2020 to August 10, 2025

Annual Subscription Includes:

Enterprise Site License for Questica Budget (Operating, Salaries and Capital)
 Performance Measures Module
 Statistical Ledger
 Allocations Module

Optional Services:

Remote Training for the Performance Measures Module (8 hours) \$1,680

Additional Professional Services may be purchased for any purpose by City for the duration of the 5-year term at a rate of \$225/hr. Any work authorized by the City will require a duly executed Change Order prior to any work commencing.



Quotation General Terms and Conditions

Quotation ID: City and County of Denver - 03222020

- Pricing valid through: August 10, 2020 and once signed through to August 10, 2025.
- Above pricing in US dollars
- Terms of Payment:
 - Annual Maintenance/Software Subscription (including annual maintenance, support, and hosting services):
 - To be invoiced up to 90-days in advance and due annually on or before the subscription renewal date
 - Professional Services:
 - Performance Measures implementation to be invoiced upon authorization from the City to proceed with the project
 - All other services will be invoiced monthly on a time and materials basis against a duly executed Change Order(s).



Quotation General Terms and Conditions

Quotation ID: City and County of Denver - 03222020

General Terms and Information:

Terms of Service: The services and any related software are provided under the original Subscription Agreement which is hereby deemed to be fully incorporated into this quotation.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Travel Costs: Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

Acceptance

Quote ID#: City and County of Denver - 03222020

Organization Name: **City and County of Denver**

Authorized Signature: _____

Authorized Name: _____

Title: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed quotation and include an authorized purchase order, if applicable.

QUESTICA LTD.

Authorized Signature: _____

Authorized Name: _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD
2020/04/28

BROKER



PROLINK Insurance Inc.
2401-150 King Street W.
Toronto, ON M5H 1J2
PHONE: 416-595-7484 FAX: 416-595-1649

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Chubb Insurance Co. of Canada
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS

Questica Software Inc. (CANADA)
603 Michigan Drive
Oakville, ON L6L 0C2
Canada

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input type="checkbox"/> HIRED AUTOMOBILE	A	36027762	2019/06/15	2020/06/15	EACH OCCURRENCE	\$ 5,000,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000
					PERSONAL INJURY	\$ 5,000,000
					EMPLOYER'S LIABILITY	\$ 1,000,000
					TENANT'S LEGAL LIABILITY	\$ 1,000,000
					NON-OWNED AUTOMOBILE	\$ 2,000,000
					HIRED AUTOMOBILE	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				BODILY INJURY PROPERTY DAMAGE COMBINED	\$	
				BODILY INJURY (Per person)	\$	
				BODILY INJURY (Per accident)	\$	
				PROPERTY DAMAGE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	\$
					AGGREGATE	\$
OTHER (SPECIFY) Errors & Omissions & Cyber	A	36027762	2019/06/15	2020/06/15	Per Claim	\$ 3,000,000
					Per Policy Period	\$ 3,000,000
					Extended Cyber Aggregate	\$ 3,000,000
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respect to the Commercial General Liability but only with respect to the Operations of the Named Insured.

Include Contract #: TECHS-202054455 in description

CERTIFICATE HOLDER

City and County of Denver
Department of Technology Services
201 W. Colfax Ave. Dept. 301
Denver, CO 80202

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

J.V. McCabe, FCI
 Chairman

Per: _____