

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”), and **VERSATERM, INC.**, (the “Contractor”), a corporation duly incorporated under the laws of Canada having its office located at 2300 Carling Avenue, Ottawa, Ontario, Canada K2B 7G1 hereinafter referred to as “Versaterm” collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Application Software Support Agreement dated December 9, 2008 and as amended on December 27, 2011, February 28, 2012, and September 12, 2014, to provide maintenance for the Police Department’s RMS System, supported RMS Interfaces, and Mobile Workstations (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to revise Annex A, extend the term, allow for on-call professional services and increase the compensation to Versaterm; 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 “...Annex A and A-1...” in the existing Application Software Support Agreement shall be amended to read: “...Annex A-2 as applicable...” The Denver Police 2018-20 Consolidated Maint/Supt. marked as Annex A-2 is attached and incorporated by reference.

2. Article 4.1 of the Agreement entitled “Support Period” is hereby amended to read as follows:

“**4.1** The Support Period (the Agreement term) will commence on November 1, 2008, and continue for an additional period of thirty-eight (38) months through December 31, 2020. The Support Period will end automatically upon termination of the License, if that event occurs. The Agreement may be continued on a year to year basis upon agreement by both Parties and amendment to the Agreement.”

3. Article 6.5 of the Agreement entitled “**SUPPORT FEE AND PAYMENT TERMS**” is hereby amended to read as follows:

“**6.5 SUPPORT FEE AND PAYMENT TERMS:** Any other provision of this Agreement notwithstanding, in no event shall the **Customer** be liable for payment for services rendered and expenses incurred by **VERSATERM** under the terms of this Agreement for any amount in excess **Six Million One Hundred**

Seventy-Five Thousand Two Hundred Sixty-Six Dollars and No Cents (\$6,175,266.00), and any sums set out in Section 2.5 for contingent expenses which are subject to prior authorization by the **Customer**. **VERSATERM** acknowledges that the **Customer** is not obligated to execute an agreement or amendment to **VERSATERM** for any further phase of work other than the work described herein, and that any work performed by **VERSATERM** beyond that specifically described is performed at **VERSATERM'S** risk and without authorization under this Agreement.”

4. A new paragraph 35 shall be added to the Agreement which shall read:

“**35. ON-CALL SERVICES TO BE PERFORMED:** Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”), shall diligently perform any and all authorized services required under this Agreement. The Contractor will provide on-call specialized professional services to support the provisioning of technology services to the City. These specialized technology services will be in support of this Agreement and may include activities such as, but not limited to, technology program and project management, programming, systems and business analysis, database administration, desktop support, network administration, infrastructure support, software license administration, specialized technology support, quality assurance, technical architect, and business/administrative support for technology activity. The specific job classifications and services to be provided by the Contractor and its rates are identified on attached **Exhibit D**. The City shall authorize specific assignments for the Contractor via a written service order signed by the Manager and the Contractor (the “Order”) describing in sufficient detail the services and/or deliverables to be provided and the rates to be paid therefor. Each executed Order shall be governed by the terms of the Agreement.”

5. This Fourth Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

EXHIBIT LIST:

**ANNEX A-2- DENVER POLICE 2018-2020 CONSOLIDATED MAINT/SUPT
EXHIBIT D ON-CALL RATES**

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: TECHS-CE83108-04

Contractor Name: VERSATERM INC

By: *Douglas Thode*

Name: *Sue Langlois - Trosales*
(please print)

Title: *COO. SECRETARY-TREASURER*
(please print)

OCT 20, 2017

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT D

Versaterm Inc.

VERSATERM Perdiem Rates(2017) for Professional Services

Date: Sep 6-2017

| Versaterm Resource | Daily Rate | Hourly Rate | Notes/Comments |
|--------------------------------------|-------------------|--------------------|-----------------------|
| Project Manager | \$1,950 | \$243.75 | |
| Implementation/Re-Engineering Expert | \$1,800 | \$225.00 | |
| Lead Technical | \$1,700 | \$212.50 | |
| Server Configuration/Installer | \$1,600 | \$200.00 | |
| Developer | \$1,700 | \$212.50 | |
| Technical Writer/Documentation | \$1,350 | \$168.75 | |
| Training Prep | \$1,600 | \$200.00 | |
| Trainer | \$1,550 | \$193.75 | |
| Support | \$1,700 | \$212.50 | |

Estimates for Travel & Living Expenses (for on-site services)

| | |
|---------------------------|---------|
| Airfare (Ottawa - Denver) | \$2,245 |
| Car Rental (per day) | \$85 |
| Hotel (per night) | \$350 |
| Meals, etc (per day) | \$90 |

*** note that T&L expenses are subject to change; airfare and other T&L costs will be charged at the best available rate that Versaterm can secure at the time.*

*** Versaterm will provide a quote for T&L expenses prior to any onsite work required by Denver (for prior approval by Denver)*

ANNEX A-2

Denver Police 2018-20 Consolidated Maint/Supt

| Denver Police Projected Maintenance/Support for 3 Years (2018, 2019, 2020) | | | | | | |
|---|----------|----------------------|------------------|------------------|------------------|--------------------------------------|
| Denver Maintenance Support Period: Jan1 - Dec 31 | | | | | | |
| Updated: September 6, 2017 | | | | | | |
| Component | Quantity | Annual (12 Mth Supt) | 2018 Support | 2019 Support | 2020 Support | Contract Note: |
| | | Note 1 | | | | |
| RMS, Mobile (MDT,MRE), Interfaces and 3rd Party Maintenance & Support | | \$512,991 | \$523,251 | \$533,716 | \$544,390 | NOTE 2 |
| RMS Licenses, Accidents, General Registration, Permits & Licensing, Document Attachments, RMS Upgrades, 7x24 Full Emergency Support | 512 | | | | | |
| Crime Analysis (VDM/VCAP) | | | | | | |
| Crime Analysis (IBM/Cognos PowerPlay, Impromptu BI Licenses) | 11 | Removed | | | | NOTE 3 |
| Mobile Licenses (MDT, MRE, Maps, AVL, Mugshots, US&C Citations) | 547 | | | | | NOTE 4 |
| Interfaces | | | | | | |
| CBI Interface (RMS & Mobiles) | | | | | | |
| Dynamic Imaging (Mugshot I/F) | | | | | | |
| Tritech Interfaces (CAD-MDT, CAD-RMS Call Transfer) | | | | | | |
| US&C Data Exchange | | | | | | |
| DA Interface, incl Webservice Accept/Reject Case | | | | | | |
| LIMS/BEAST Interface | | | | | | |
| 4J's Run-Time Licenses | 548 | | | | | |
| 4J's Compilers | 2 | | | | | |
| Sheriff's Department | | | | | | |
| Mobile Licenses - Sheriff's Department | 9 | \$2,722 | \$2,776 | \$2,832 | \$2,889 | |
| New Modules/Interfaces | | | | | | |
| MRE eTicketing | | \$5,120 | Prepaid | \$5,222 | \$5,327 | Prod Oct/17 or later |
| MDT/MRE Morpholdent Prefill | | \$3,500 | \$583 | \$3,570 | \$3,641 | 2018: assuming Nov.1/17 production |
| Support 3rd Versadex RMS Env (DEV/Test, Train, PROD) incl 5 - 4J's Runtime Licenses | | \$5,375 | \$2,741 | \$5,592 | \$5,704 | 2018: prorated July 1-December 31/18 |
| vMobile | 170 | \$19,450 | Incl in Quote | \$19,839 | \$20,236 | Estimated Jan/18 start date |
| Removed Interfaces (no longer required) | | | | | | |
| eMVA Interface | | Removed | | | | Note 5 |
| Versadex RMS Pawn Batch Upload API/CCIC Batch Upload | | Removed | | | | Note 6 |
| TOTAL BY YEAR | | \$549,158 | \$529,352 | \$570,771 | \$582,187 | |
| | | | (incl 2% incr) | (incl 2% incr) | (incl 2% incr) | |
| Notes: | | | | | | |
| 1. Cost included in the '12 Month Support' column represents current maintenance & support amounts for a full 12 month period (not pro-rated) | | | | | | |
| 2. Removed Document Imaging Scanning Licenses (no longer supported in RMS8) | | | | | | |
| 3. Removed PowerPlay/Impromptu BI Licenses (Not Required by DPD) | | | | | | |
| 4. Additional Mobile Lic for Airport incl in 547 Licenses | | | | | | |
| 5. Removed eMVA Interface (new interface to be supported by the State) | | | | | | |
| 6. Removed Pawn Interface (no longer required) - Pawns handled by Third Party System | | | | | | |