

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 **VERSATERM PUBLIC SAFETY INC.**, a British Columbia corporation, whose address is 400-1331 Clyde Avenue, Ottawa, ON K2C 3G4, Ontario, CA (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated January 24, 2023, to implement the SPIDR Tech Engage Platform (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. Effective upon execution, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached and will control from the date of execution.

2. Section 5 of the Agreement, titled “**TERM**,” is amended to read as follows:

“5. **TERM**: The term of the Agreement (“Term”) shall commence on November 1, 2022, and expire, unless sooner terminated, on December 31, 2026. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 6.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“6.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Four Hundred Eleven Thousand Five Hundred Thirteen Dollars and Fifty-Nine Cents (\$1,411,513.59) (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 the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number: TECHS-202370155-01 (TECHS-202265387-01)
Contractor Name: VERSATERM PUBLIC SAFETY 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-202370155-01 (TECHS-202265387-01)
VERSATERM PUBLIC SAFETY INC.

By:  _____
5D4A4992E9524CC...

Name: Sue Langlois
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Versaterm Public Safety Inc

Exhibit A-1



SPIDR Tech Proposal

Quote Information

Quote Name	Denver Police Department (CO) - SPIDR Tech Renewal	Created Date	2023-08-09
		Expiration Date	2024-01-31
Quote Number	00002392		
Created By	Jacob Burley		

Executive Summary

SPIDR Tech was founded by former law enforcement officers to help law enforcement agencies leverage their own data to improve public perception and increase efficiency by providing excellent customer service. Following extensive market research, we designed and built the world's first comprehensive, customer service infrastructure for law enforcement with the goal of improving communication and transparency between agency and community.

Overview of the Technology

The SPIDR Tech Platform is designed to incorporate relevant data from your agency's Records Management System (RMS) and/or Computer Aided Dispatch (CAD) system to automatically generate and send customized text and email messages to victims of crime and reporting parties. Subsequently, customers will receive mobile-friendly surveys comprised of questions chosen by your agency that can be utilized to measure community trust and satisfaction.

The platform offered in this proposal is entirely Software-as-a-Service (SaaS) and requires no hardware to be installed locally with the agency. The software can be accessed using any modern browser, such as Chrome, Firefox, Safari, and Edge.

Your agency can push data to the SPIDR Tech Platform via our Application Program Interface (API), or the SPIDR Tech deployment team can read data from a server through a secure connection.

Agency Information

Account Name Denver Police Department (CO)

Quote Line Items

Quantity	Product	Sales Price	Total Price	Line Item Description
1,517.00	SPIDR Platform: Patrol Module	USD 77.96	USD 118,265.32	Year 2
1,517.00	SPIDR Platform: Investigations Module	USD 77.96	USD 118,265.32	Year 2
1,517.00	SPIDR Platform: Insights Module	USD 77.96	USD 118,265.32	Year 2
1,517.00	Community Engagement Module - Level 1	USD 77.96	USD 118,265.32	Year 2
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 2
1.00	One-Time Discount	USD -141,918.38	USD -141,918.38	Year 2 30% Discount
1,517.00	SPIDR Platform: Patrol Module	USD 81.86	USD 124,181.62	Year 3
1,517.00	SPIDR Platform: Investigations Module	USD 81.86	USD 124,181.62	Year 3
1,517.00	SPIDR Platform: Insights Module	USD 81.86	USD 124,181.62	Year 3
1,517.00	Community Engagement Module - Level 1	USD 81.86	USD 124,181.62	Year 3

		USD 0.00	USD 0.00	Year 3
1.00	One-Time Discount	USD -149,017.94	USD -149,017.94	Year 3-30% discount
1,517.00	SPIDR Platform: Patrol Module	USD 85.95	USD 130,386.15	Year 4
1,517.00	SPIDR Platform: Investigations Module	USD 85.95	USD 130,386.15	Year 4
1,517.00	SPIDR Platform: Insights Module	USD 85.95	USD 130,386.15	Year 4
1,517.00	Community Engagement Module - Level 1	USD 85.95	USD 130,386.15	Year 4
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 4
1.00	One-Time Discount	USD -156,463.38	USD -156,463.38	Year 4- 30% Discount

Totals

Invoicing Notes: Contract Renewal for years 2 through 4.

Year 2- \$331,142.89 - FY23-24
 Year 3- \$347,708.53 - FY24-25
 Year 4- \$365,081.22 - FY25-26

Contract Term 3 Year
 Quote Currency USD
 Net Terms Net 30
 Subtotal USD 1,043,932.66
 Discount 0.00%
 Total Price USD 1,043,932.66
 Grand Total USD 1,043,932.66

Quote Acceptance Information

SPIDR Tech, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____