

SEVENTH AMENDATORY AGREEMENT

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

WHEREAS, the Parties entered into an Agreement dated into an Application Software Support Agreement dated December 9, 2008, and as amended on December 27, 2011, February 28, 2012, September 12, 2014, November 28, 2017, January 7, 2021, and November 8, 2023, to provide maintenance for the Police Department’s RMS System, supported RMS Interfaces, and Mobile Workstations (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 January 1, 2026, all references to Annex A, A-1, A-2, A-3, and A-4 in the existing Agreement shall be amended to read Annex A, A-1, A-2, A-3, A-4, and A-5, as applicable. Annex A-5 is attached and will control from January 1, 2026.

2. Subsection 4.1 of the Agreement, titled “**SUPPORT PERIOD**,” is amended to read as follows:

“**4.1** The Support Period (the Agreement term) will commence on November 1, 2008, and will continue December 31, 2028. 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. Subsection 6.5 of the Agreement titled “**SUPPORT FEE AND PAYMENT TERMS**” is hereby amended to read as follows:

“**6.5** 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 Twelve Million Three Hundred Thirty-Two Thousand One Hundred Forty-Two Dollars (\$12,332,142.00), 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. Section 32 of the Agreement, titled “**PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS AGREEMENT**,” is amended to read as follows:

“**32. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the

City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. Effective upon execution, a new Section 36, titled "**ACCESSIBILITY**," is hereby added to the Agreement and shall read as follows:

"**36. ACCESSIBILITY:** The Contractor acknowledges it does not currently meet all requirements of §§ 24-85-101, et seq., C.R.S., the Accessibility Standards for Individuals with a Disability pursuant to § 24-85-103(2.5), C.R.S., and WCAG Level AA (collectively, "Accessibility Standards"). The Contractor shall: (a) within one hundred and eighty (180) days of January 1, 2026, provide the City with a written accessibility compliance roadmap (the "Roadmap") identifying all known gaps and specific remediation timelines; and (b) use commercially reasonable efforts to achieve substantial compliance within twenty-four (24) months of the date of submission of the Roadmap. The Contractor will review and prioritize any critical or high severity accessibility issues identified by the City, end users, or third parties. Any accessibility issues must be submitted in writing and should indicate whether they are considered critical or high severity. The Contractor will respond to critical or high severity accessibility issues within sixty (60) days of the receipt of the written notice. The Contractor shall, in its sole discretion, assess any submitted accessibility concerns, regardless of severity level. The Contractor's response on accessibility concerns may include (i) a solution and timeline for remediation (both determined by the Contractor in their sole discretion), (ii) an explanation why the identified issue does not constitute an accessibility issue under applicable standard, or (iii) applicable exception(s) under Colorado law. When accessibility issues are identified or specific accessibility modifications are requested, the Contractor may invoke applicable exceptions under Colorado law. The Contractor may also claim exemptions where accessibility modifications would conflict with mandatory federal law enforcement requirements, including CJIS Security Policy compliance. Upon request, the Contractor shall provide written documentation of any claimed exception. The Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents from and against any and all third-party claims, demands, lawsuits, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising from or related to any failure of the Contractor's products or services to meet Accessibility Standards that result in liability under C.R.S. § 24-34-802, provided that such indemnification shall be limited to the remedies available under such statute and subject to all defenses and limitations provided therein. The Contractor's aggregate indemnification liability under this section shall be capped at \$250,000 per calendar year. This indemnification obligation shall survive termination of this Agreement. For purposes of this Section, City employees are considered third parties."

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular

7. This Seventh 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Annex A-5**, Denver Police Projected RMS Maintenance/Support for 3 Years.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

TECHS-202581509-07 / TECHS-CE83108-07
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:

Attorney for the City and County of Denver
By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

TECHS-202581509-07 / TECHS-CE83108-07
VERSATERM PUBLIC SAFETY INC.

By:  E1A3949E6F2D4F0...

Name: John Faulkner
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Annex A-5

**Denver Police Projected RMS Maintenance/Support for 3 Years (2026, 2027, 2028)**

Denver Maintenance Support Period: Jan1 - Dec 31

Date: April 15, 2025

Component	QTY	2026 Support	2027 Support	2028 Support
RMS, Mobile (MDT,MRE), Interfaces and 3rd Party Maintenance & Support		\$771,889.44	\$825,922	\$883,736
RMS Licenses, Accidents, General Registration, Permits & Licensing, Document Attachments, e-Ticketing, RMS Upgrades, 7x24 Full Emergency Support	512			
Crime Analysis (VDM/VCAP)				
Mobile Licenses (MDT, MRE, Maps, AVL, Mugshots, US&C Citations)	547			
Support 3rd Versadex RMS Env (DEV/Test, Train, PROD)				
vMobile Licenses	170			
<i>Interfaces</i>				
CBI/NCIC Interface (RMS & Mobiles)				
Mugshot Interface				
Tritech CAD Interface (MDT, vMobile, GPS)				
US&C Data Exchange				
DA Interface, incl WebService Accept/Reject Case				
LIMS/BEAST Interface				
eMVA Interface				
<i>4J's Run-Time Licenses</i>	553			
<i>4J's Compilers</i>	2			
RMS DB Support (PostGres SQL)				
Sheriff's Department				
Mobile Licenses - Sheriff's Department	14	\$5,412.06	\$5,791	\$6,196
TOTAL BY YEAR		\$777,302	\$831,713	\$889,932
		(incl 7% incr)	(incl 7% incr)	(incl 7% incr)

Note: CCD is adding a 5% contingency amount of \$124,947.00 for a total renewal amount of \$2,623,894.00.