

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”) and **303 SOFTWARE, INCORPORATED**, a Colorado corporation whose address is 1070 Bannock St., Suite 250, Denver, CO 80204 (“Contractor” and, together with the City, the “Parties”).

RECITALS

A. The City and 303 Software, LLC entered into an Agreement dated April 10, 2012, as amended by an Amendatory Agreement dated May 20, 2013 (collectively, the “Original Agreement”) for Contractor to undertake and perform website development and hosting services as set forth in the Original Agreement.

B. The Original Agreement was assigned to and assumed by Contractor and was further amended by the Second Amendatory Agreement dated June 4, 2014 and by the Third Amendatory Agreement dated September 18, 2014 (together with the Original Agreement, the “Agreement”).

C. The City and Contractor wish to amend the Agreement to extend the term, increase the maximum compensation, and modify the Scope of Work to be performed by Contractor.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subparagraph a. of Paragraph 2 of the Agreement, is hereby amended to read as follows:

“Contractor shall continue to diligently undertake and perform to the City’s satisfaction the hosting, site support, security, and maintenance services set forth in **Exhibits A, A-1, and A-2** as well as provide the services set forth in **Exhibit A-3**, attached hereto and incorporated herein (collectively, the “Scope of Work”). All references to **Exhibit A** in the Agreement shall be amended to read: **Exhibits A, A-1, A-2, and A-3**, as applicable.”

2. Section 3 of the Agreement, entitled “**TERM**,” is hereby amended to read as follows:

“**TERM**: This Agreement shall commence as of the February 15, 2012 and shall expire on December 31, 2018 (the “Term”).”

3. Subsection a. of Section 4 of the Agreement, entitled “**Fees**,” is deleted in its entirety and replaced with the following:

“**Fees**: The City shall pay and Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement no more than Seven Hundred Two Thousand Eight Hundred Six and No/100 Dollars (\$702,806.00), to be billed at (1) a rate of \$150 per hour for the portion of the Term commencing on February 15, 2012

through and including December 31, 2015, and (2) as set forth on the Fee Schedule attached hereto as **Exhibit C** and incorporated herein for the remainder of the Term commencing on January 1, 2016.”

4. Subsection c(1) of Section 4 of the Agreement is deleted in its entirety and replaced with the following:

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Two Thousand Eight Hundred Six and No/100 Dollars (\$702,806.00). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any services performed by Contractor beyond that specifically described in the Scope of Work. Any services performed beyond those in the Scope of Work are performed at Contractor’s risk and without authorization under this Agreement.”

5. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

“All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director
Denver Arts & Venues or Designee
1345 Champa Street
Denver, Colorado 80204

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

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

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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: THTRS-201204260-04

Contractor Name: 303 SOFTWARE INC

By: 

Name: STEFAN RAMSBOTT
(please print)

Title: MANAGING PARTNER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-3

Scope of Work

Effective 01/01/2016

Maintenance and Support

303 Software will continue to provide website maintenance and support for all Denver Arts and Venues (DAV) websites including RedRocksonline.com, ArtsComplex.com, DenverColiseum.com, ArtsandVenuesDenver.com and McNicholsBuilding.com. Maintenance and support will include network server support during website downtime, network administrator staff time, security upgrades, and technology updates as needed.

Hosting

303 Software will continue to provide hosting services and bandwidth required to host and deliver DAV website content to include RedRocksonline.com, ArtsComplex.com, DenverColiseum.com, ArtsandVenuesDenver.com and McNicholsBuilding.com.

Development

303 Software will provide development services as requested by Denver Arts & Venues marketing director for new website initiatives and will support the transition of the current DAV websites to the new Showtime CMS platform.

EXHIBIT C

Fee Schedule

Effective 01/01/2016

Website Hosting: \$11,700 per year (\$975 per month)

Support and Maintenance: \$60,000 per year (\$5,000 per month)

Development: \$25,000 per year

Total Per Contract Year: \$96,700 per year

Total Maximum Contract Amount: \$290,100