

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **IED SUPPORT SERVICES, LLC** a Delaware limited liability company (the "Consultant"), Party of the Second Part;

WITNESSETH

WHEREAS, the parties entered into an Agreement dated March 22, 2012 in which the Consultant agreed to provide software professional services and replacement parts, warranty, hardware and other software services for the maintenance and operation of the Voice Paging System ("VPS") at Denver International Airport and a First Amendment dated March 8, 2016 which amended the Term and Contract Maximum Liability (the "Existing Agreement"); and

WHEREAS, the parties desire to amend the Existing Agreement by amending the fees and warranty provisions; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Schedule 1 **SCHEDULE OF COVERED SYSTEMS AND COMPONENTS** is hereby amended by deleting Schedule 1 in its entirety and replacing it with the following:

SCHEDULE 1

Schedule of Covered Systems and Components

ACS #1 Concourse A/ACS#2 Concourse B/ACS #3 Concourse C/ACS #4 Terminal/ACS #5 RJ and all other IED provided equipment (please note that the IED 8000 platform that currently supports the DEN ARFF is currently at an "end of life" status. Thus for purposes of this SCHEDULE 2.1, the IED 8000 system(s) will be on remote support and repair only coverage status as long as components are available) as of the 03/22/2016.

Coverage for vACS#6/#7/#8/#9/ and 10 will commence on the 2017 anniversary date of this agreement (assumes 03/22/17)

Excluded Systems and Components

All non IED equipment at DEN as of 03/22/16 (assumed 2016 commencement date)

2. Schedule 2.1 **SCOPE OF SERVICE AND PRICING** is hereby amended by deleting Schedule 2.1 in its entirety and replacing it with the following:

SCHEDULE 2.1
Scope of Service and Pricing

Scope of Service

Hardware maintenance, service (Equipment to be covered under this agreement listed on SCHEDULE 1 "Description of Equipment to be Covered" contained herein)...Software updates, upgrades, and licensing for the agreement term
Extended warranty for term contained herein

Critical spare parts (must be called our separately on SCHEDULE 2.4)

Priority remote technical one (1) hour response support 24/7/365

Emergency service via an IED Certified integrator subject to section 2.7.4 of this agreement

Initial and annual inspections by IED System Engineer

Access to regular PDRP (Permanent Digital Record Playback) message library updates.

Scheduled equipment replacement:

After 48 months of the agreement but before 60 months thereof...FIVE (5)
IED12000CPU FIVE (5) IED1000vACS CORE Software

Pricing

System Health Check

System Health Check as described in Section 2.13 – Required concurrent to commencement of this Agreement. The cost for the initial and all subsequent required System Health Checks is included in the annual Agreement price listed below.

The price for the required system health check is included in the fees below.

Annual Assurance Plan Fees

- Year one of AGREEMENT \$ 61,308
- Year two of AGREEMENT \$ 62,534
- Year three of AGREEMENT \$ 63,784
- Year four of AGREEMENT \$ 65,060
- Year five of AGREEMENT \$ 66,361

The annual agreement prices listed above are subject to the terms of Sections 5.1 and 5.2 including prepayment discounts and late payment penalties.

Service Period for On-Site Services

The normal hours for onsite services are as defined in Section 2.7.2 of this Agreement.

Incorporation of Additional Projects

DEN has several upgrade projects scheduled or in process (vACS6 Concourse A/vACS7 Concourse B/vACS8 Concourse C/vACS9 Terminal/and vACS10 Hotel/ARFF). The IED OEM Limited (three years) Warranty for each project began at time of shipment to the IED certified integrator (Ford Audio Visual/AVI/SPL). Thus the IED OEM Limited Warranty on each upgrade project will/could expire during the effective dates of this Agreement at which time the IED On Call Platinum Assurance Plan will automatically take effect for these project for the remainder of the term of this Agreement.

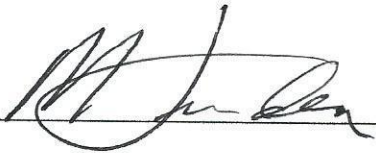
3. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

This Second Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-201102921-02

Contractor Name: IED Support Services LLC (IEDSS LLC)

By: 

Name: RICHARD A. SWIDER
(please print)

Title: GENERAL MANAGER IEDSS LLC
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201102921-02

Contractor Name: IED Support Services LLC (IEDSS LLC)

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 _____

