

**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 **ASKREPLY f/k/a B2GNOW/ASKREPLY INC.** an Arizona corporation authorized to do business in the State of Colorado (the "Consultant"), Party of the Second Part;

**WITNESSETH**

**WHEREAS**, the parties entered into an Agreement dated May 11, 2017 which was subsequently amended by a First Amendment February 12, 2018 ("Existing Agreement") in which the Consultant agreed to provide support for the certification and contract compliance functions of Denver's Division of Small Business Opportunity and the prevailing wage compliance activities of Denver's Auditor, with necessary project management, training, technical and customer support, maintenance and upgrade services and software implementation, licensing and consulting services; and

**WHEREAS**, the parties desire to amend the Existing Agreement by amending the Contract Maximum Liability provision; and

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

1. Article 4 Section A **MAXIMUM CONTRACT LIABILITY; FUNDING** is hereby amended by deleting Article 4 Section 4 in its entirety and replacing it with the following:

"A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Nine Hundred Fifty Two Thousand Three-Hundred Dollars and Zero Cents (\$952,300.00) ("Maximum Contract Liability") which amount includes all reimbursable and other expenses, except as otherwise specifically herein provided by the Consultant which have been approved by the City."

2. 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-202159262-02 / Alfresco 201631814-02  
**Contractor Name:** ASKREPLY f/k/a B2GNOW/ASKREPLY 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:**

PLANE-202159262-02 / Alfresco 201631814-02  
ASKREPLY f/k/a B2GNOW/ASKREPLY INC.

By:  FBD5989E4C04D3...

Name: Frank Begalke  
(please print)  
Title: COO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)