

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 **KANOPY, INC**, a California corporation whose address is 781 Beach Street, San Francisco, California 94109 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated June 5, 2018 (the “Agreement”) to perform the services described in the Agreement.

B. The Parties wish to amend the Agreement to increase the maximum contract amount and amend the Examination of Records.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph D.(i) entitled “**Maximum Contract Liability**” is amended to read as follows:

“**D. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **NINE HUNDRED AND FIFTY THOUSAND DOLLARS (\$950,000.00)**. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor’s risk and without authorization under this Agreement.”

2. Section 7 of the Agreement entitled **EXAMINATION OF RECORDS** is amended to read as follows:

“**7. EXAMINATION OF RECORDS:**

Examination of Records and Audits: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Kanopy, Inc.’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Kanopy, Inc. shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to

government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require to make disclosures in violation of state or federal privacy laws. Kanopy, Inc. shall at all times comply with D.R.M.C. 20-276.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Amendatory Agreement will not be 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.

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Contract Control Number: BOOKS-202055910-01[BOOKS-201841049-01]
Contractor Name: KANOPY 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:

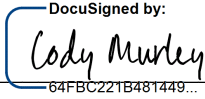
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: BOOKS-202055910-01[BOOKS-201841049-01]
Contractor Name: KANOPY INC

By: _____

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Name: _____ Cody Murley
(please print)

Title: _____ controller
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)