

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ECOMMERCE SYSTEMS, INC.**, a Colorado corporation, with an address of 5575 DTC Parkway, Suite 135, Greenwood Village, Colorado 80111 hereinafter referred to as (the “Consultant”), collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 12, 2008_and amended on December 21, 2010, to provide as-needed, information technology consulting for the City (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term increase the compensation the Consultant and update other contract language as follows; and

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

1. Article 2 of the Agreement entitled “TERM” is hereby amended to read as follows:

“2. **TERM:** The term of this Agreement is from January 28, 2008 through December 31, 2011, unless terminated earlier pursuant to the provisions of this Agreement.”

2. Article 3(D)(i) of the Agreement entitled “**MAXIMUM CONTRACT LIABILITY**” is hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

D. MAXIMUM CONTRACT LIABILITY:

(i) Any other provision of the Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **One Million Six Hundred Fifty Thousand Dollars and No Cents (\$1,650,000.00)** (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an Agreement or an amendment to Consultant for any further services performed by Consultant beyond that specifically described in Exhibit A or contained in an Order is performed at the Consultant’s own risk and without authorization under this Agreement.”

3. A new paragraph numbered 36 is hereby added to the Agreement reading as follows:

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. This Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: OC83016

Vendor Name: ECOMMERCE SYSTEMS INC

By: Erik D. Zeitlow

Name: Erik D. Zeitlow
(please print)

Title: VP of Operations + Delivery
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: OC83016

Vendor Name: ECOMMERCE SYSTEMS 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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By_____

By_____

By_____

