

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **VERSATERM PUBLIC SAFETY US, INC.**, a Delaware corporation formerly known as **CI TECHNOLOGIES INC.**, whose address is 1 N. Macdonald, Suite 500, Mesa, AZ 85201 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 21, 2012, an Amendatory Agreement on May 1, 2013, a Second Amendatory Agreement on December 2, 2013, a Third Amendatory Agreement on August 29, 2016, a Fourth Amendatory Agreement on May 2, 2018, a Fifth Amendatory Agreement on October 17, 2019, a Sixth Amendatory Agreement dated February 12, 2021, and a Seventh Amendatory Agreement dated December 13, 2023, to provide an automated case management system for the Denver Department of Safety (the “Agreement”);

WHEREAS, on January 1, 2024, CI Technologies, Inc. merged with and into JusticeTrax, Inc., and subsequently changed its name to Versaterm Public Safety US, Inc (the “Corporate Restructure”);

WHEREAS, as a result of the Corporate Restructure, Versaterm Public Safety US, Inc. has assumed all rights, responsibilities, and obligations under the Agreement; and

WHEREAS, the Agreement expired by its terms on December 31, 2025, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2024, CI Technologies, Inc. merged with and into JusticeTrax, Inc., and subsequently changed its name to Versaterm Public Safety US, Inc (the “Corporate Restructure”). As a result of the Corporate Restructure, Versaterm Public Safety US, Inc., has assumed and hereby agrees to perform all rights, duties, obligations, and responsibilities of CI Technologies, Inc. under this Agreement.

2. The Parties acknowledge and agree that this Agreement shall remain in full force and effect following the Corporate Restructure, with Versaterm Public Safety US, Inc. serving as the successor-in-interest to CI Technologies, Inc. for all purposes under this Agreement.

3. Effective January 1, 2026, all references to Exhibits A, A-1, A-2, A-3, A-4, and A-5 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6, as applicable. Exhibit A-6 is attached and will control from January 1, 2026.

4. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on November 1, 2012, and expire, unless sooner terminated, on December 31, 2030.”

5. Subsection 4(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Seven Hundred Eighty-Six Thousand Four Hundred Sixty-One Dollars and Twenty Cents (\$1,786,461.20) (the “Maximum Contract Amount”). The City is

not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

6. Effective upon execution of this Eighth Amendatory Agreement, a new Section 37, titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is hereby added to the Agreement and shall read as follows:

"**37. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. Effective upon execution of this Eighth Amendatory Agreement, a new Section 38, titled "**ACCESSIBILITY**," is hereby added to the Agreement and shall read as follows:

"**38. ACCESSIBILITY**: The Contractor acknowledges it does not currently meet all requirements of §§ 24-85-101, et seq., C.R.S., the Accessibility Standards for Individuals with a Disability pursuant to § 24-85-103(2.5), C.R.S., and WCAG Level AA (collectively, "Accessibility Standards"). The Contractor shall: (a) within one hundred and eighty (180) days of January 1, 2026, provide the City with a written accessibility compliance roadmap (the "Roadmap") identifying all known gaps and specific remediation timelines; and (b) use commercially reasonable efforts to achieve substantial compliance within twenty-four (24) months of the date of submission of the Roadmap. The Contractor will review and prioritize any critical or high severity accessibility issues identified by the City, end users, or third parties. Any accessibility issues must be submitted in writing and should indicate whether they are considered critical or high severity. The Contractor will respond to critical or high severity accessibility issues within sixty (60) days of the receipt of the written notice. The Contractor shall, in its sole discretion, assess any submitted accessibility concerns, regardless of severity level. The Contractor's response on accessibility concerns may include (i) a solution and timeline for remediation (both determined by the Contractor in their sole discretion), (ii) an explanation why the identified issue does not constitute an accessibility issue under applicable standard, or (iii) applicable exception(s) under Colorado law. When accessibility issues are identified or specific accessibility modifications are requested, the Contractor may invoke applicable exceptions under Colorado law. The Contractor may also claim exemptions where accessibility modifications would conflict with mandatory federal law enforcement requirements, including CJIS Security Policy

compliance. Upon request, the Contractor shall provide written documentation of any claimed exception. The Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents from and against any and all third-party claims, demands, lawsuits, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising from or related to any failure of the Contractor's products or services to meet Accessibility Standards that result in liability under C.R.S. § 24-34-802, provided that such indemnification shall be limited to the remedies available under such statute and subject to all defenses and limitations provided therein. The Contractor's aggregate indemnification liability under this section shall be capped at \$250,000 per calendar year. This indemnification obligation shall survive termination of this Agreement. For purposes of this Section, City employees are considered third parties.”

8. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

9. This Eighth Amendatory Agreement is not 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.

10. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-6**, Quote.

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Contract Control Number: TECHS-202581545-08 / TECHS-201208585-08
Contractor Name: VERSATERM PUBLIC SAFETY US 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:

TECHS-202581545-08 / TECHS-201208585-08
VERSATERM PUBLIC SAFETY US INC

By: DocuSigned by:
Adam Schwartz
DFBB2C5458064AB...

Name: Adam Schwartz
(please print)

Title: Chief Revenue Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Versaterm Public Safety US, Inc. 1
North MacDonald, Suite 500 Mesa,
Arizona USA 85201

EXHIBIT A-6

Company Information

Quote Name

Prepared By

Email

[Redacted area]

Denver Police Department (CO) - BlueTeam,
IAPro, EIPro 5 Year Quote

Vanessa Williams

vanessa.williams@versaterm.com

Quote Number

Created Date

00010013

2025-08-27

Customer Information

Account Name	Denver Police Department (CO)	Bill To	PO Box 40098
Contact Name	Eranda Piyasena		Denver CO 80202
Title	Lieutenant		United States
Phone	(720) 913-6019		
Email	eranda.piyasena@denvergov.org		

Quote Line Items

Quote Description	Quantity	Sales Price	Subtotal	Line Item Description
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 4,909.33	USD 4,909.33	Year 1: Amendment 8: 01-01-2026 to 12-31-2026
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 7,511.28	USD 7,511.28	Year 1: Amendment 8 01-01-2026 to 12-31-2026
EIPro, License Subscription (On-Prem)	1.00	USD 50,557.50	USD 50,557.50	Year 1: Amendment 8 01-01-2026 to 12-31-2026
BlueTeam NextGen, License Subscription (On-Prem)	1.00	USD 5,252.98	USD 5,252.98	Year 2: Amendment 8 01-01-2027 to 12-31-2027
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 8,037.06	USD 8,037.06	Year 2: Amendment 8 01-01-2027 to 12-31-2027
EIPro, License Subscription (On-Prem)	1.00	USD 54,096.52	USD 54,096.52	Year 2: Amendment 8 01-01-2027 to 12-31-2027
BlueTeam NextGen, License Subscription (On-Prem)	1.00	USD 5,620.68	USD 5,620.68	Year 3: Amendment 8 01-01-2028 to 12-31-2028
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 8,599.65	USD 8,599.65	Year 3: Amendment 8 01-01-2028 to 12-31-2028
EIPro, License Subscription (On-Prem)	1.00	USD 57,883.27	USD 57,883.27	Year 3: Amendment 8 01-01-2028 to 12-31-2028
BlueTeam NextGen, License Subscription (On-Prem)	1.00	USD 6,014.12	USD 6,014.12	Year 4: Amendment 8 01-01-2029 to 12-31-2029
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 9,201.62	USD 9,201.62	Year 4: Amendment 8 01-01-2029 to 12-31-2029
EIPro, License Subscription (On-Prem)	1.00	USD 61,935.09	USD 61,935.09	Year 4: Amendment 8 01-01-2029 to 12-31-2029
BlueTeam NextGen, License Subscription (On-Prem)	1.00	USD 6,435.10	USD 6,435.10	Year 5: Amendment 8 01-01-2030 to 12-31-2030
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 9,845.73	USD 9,845.73	Year 5: Amendment 8 01-01-2030 to 12-31-2030
EIPro, License Subscription (On-Prem)	1.00	USD 66,270.54	USD 66,270.54	Year 5: Amendment 8 01-01-2030 to 12-31-2030

Totals

Quote Currency	USD
Net Terms	Net 30
Subtotal	USD 362,170.47
Grand Total	USD 362,170.47

Invoicing Procedures

Invoicing Notes: Year 1 Amendment 8: 01-01-2026 to 12-31-2026 = \$62,978.11



Versaterm Public Safety US, Inc. 1
North MacDonald, Suite 500 Mesa,
Arizona USA
85201

Year 2: Amendment 8 01-01-2027 to 12-31-2027
= \$67,386.57

Year 3: Amendment 8 01-01-2028 to 12-31-2028
\$72,106.60

Year 4: Amendment 8 01-01-2029 to 12-31-2029
= \$77,150.83

Year 5: Amendment 8 01-01-2030 to 12-31-2030 =
\$82,551.37

Terms and Conditions

TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.

EXHIBIT A-6 (Continued)

Company Information

Quote Name

Prepared By

Email

Denver County Sheriff's Department (CO) -
BlueTeam, IAPro - 5 Year Quote

Vanessa Williams

vanessa.williams@versaterm.com

Quote Number

Created Date

00010017

2025-08-27

Customer Information

Account Name	Denver County Sheriff's Department (CO)	Bill To	201 W Colfax Ave
Contact Name	Sonya Gillespie-Carter		Denver CO 80202
Title	Capt.		United States
Phone	720-865-4152		
Email	sonya.gillespie-carter@denvergov.org		

Quote Line Items

Quote Description	Quantity	Sales Price	Subtotal	Line Item Description
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 6,627.60	USD 6,627.60	Year 1: Amendment 8 01-01-2026 to 12-31-2026
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 4,970.71	USD 4,970.71	Year 1: Amendment 8: 01-01-2026 to 12-31-2026
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 7,091.53	USD 7,091.53	Year 2: Amendment 8 01-01-2027 to 12-31-2027
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 5,318.66	USD 5,318.66	Year 2: Amendment 8 01-01-2027 to 12-31-2027
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 7,587.94	USD 7,587.94	Year 3: Amendment 8 01-01-2028 to 12-31-2028
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 5,690.96	USD 5,690.96	Year 3: Amendment 8 01-01-2028 to 12-31-2028
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 8,119.10	USD 8,119.10	Year 4: Amendment 8 01-01-2029 to 12-31-2029
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 6,089.33	USD 6,089.33	Year 4: Amendment 8 01-01-2029 to 12-31-2029
IAPro NextGen, License Support Service (On-Prem)	1.00	USD 8,687.43	USD 8,687.43	Year 5: Amendment 8 01-01-2030 to 12-31-2030
BlueTeam NextGen, License Support Service (On-Prem)	1.00	USD 6,515.58	USD 6,515.58	Year 5: Amendment 8 01-01-2030 to 12-31-2030

Totals

Quote Currency	USD
Net Terms	Net 30
Subtotal	USD 66,698.84
Grand Total	USD 66,698.84

Invoicing Procedures

Invoicing Notes:

- Year 1: Amendment 8 01-01-2026 to 12-31-2026 = \$11,598.31
- Year 2: Amendment 8 01-01-2027 to 12-31-2027 = \$12,410.19
- Year 3: Amendment 8 01-01-2028 to 12-31-2028 = \$13,278.90
- Year 4: Amendment 8 01-01-2029 to 12-31-2029 = \$14,208.43
- Year 5: Amendment 8 01-01-2030 to 12-31-2030 = \$15,203.01

Terms and Conditions



Versaterm Public Safety US, Inc. 1
North MacDonald, Suite 500 Mesa,
Arizona USA
85201

TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.

EXHIBIT A-6 (Continued)

Company Information

Quote Name

Prepared By

Email

Denver Fire Department (CO) - IAPro - 5 Year

Quote

Vanessa Williams

vanessa.williams@versaterm.com

Quote Number

Created Date

00010019

2025-08-27

Customer Information

Account Name	Denver Fire Department (CO)	Bill To	745 West Colfax Avenue
Contact Name	Chanee Cummings		Denver CO 80204
Title	N/A		United States
Email	chanee.cummings@denvergov.org		

Quote Line Items

Quote Description	Quantity	Sales Price	Subtotal	Line Item Description
IPro NextGen, License Support Service (On-Prem)	1.00	USD 3,609.81	USD 3,609.81	Year 1: Amendment 8 01-01-2026 to 12-31-2026
IPro NextGen, License Support Service (On-Prem)	1.00	USD 3,862.49	USD 3,862.49	Year 2: Amendment 8 01-01-2027 to 12-31-2027
IPro NextGen, License Support Service (On-Prem)	1.00	USD 4,132.87	USD 4,132.87	Year 3: Amendment 8 01-01-2028 to 12-31-2028
IPro NextGen, License Support Service (On-Prem)	1.00	USD 4,422.17	USD 4,422.17	Year 4: Amendment 8 01-01-2029 to 12-31-2029
IPro NextGen, License Support Service (On-Prem)	1.00	USD 4,731.72	USD 4,731.72	Year 5: Amendment 8 01-01-2030 to 12-31-2030

Totals

Quote Currency	USD
Net Terms	Net 30
Subtotal	USD 20,759.06
Grand Total	USD 20,759.06

Invoicing Procedures

Invoicing Notes:

- Year 1: Amendment 8 01-01-2026 to 12-31-2026 = \$3,609.81
- Year 2: Amendment 8 01-01-2027 to 12-31-2027 = \$3,862.49
- Year 3: Amendment 8 01-01-2028 to 12-31-2028 = \$4,132.87
- Year 4: Amendment 8 01-01-2029 to 12-31-2029 = \$4,422.17
- Year 5: Amendment 8 01-01-2030 to 12-31-2030 = \$4,731.72

Terms and Conditions

TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.



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