

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into as of the date set forth on the signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") for and on behalf of Its Department of Aviation, Party of the First Part, and **SOGETI USA LLC**, a limited liability company organized under the laws of Delaware and authorized to do business in the state of Colorado ("Consultant"), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated June 20, 2012, and a First Amendment on May 24, 2013, (the "Existing Agreement"), for on-call professional technologies consultants to perform technical support services for its database infrastructure at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement;

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

1. **Paragraph 3**, "Term," of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and replacing it with the following:

3. TERM: The term of this Agreement shall commence on June 20, 2012, and shall terminate on June 19, 2017. Notwithstanding any other extension of term under this paragraph 3, the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

2. **Subparagraph D**, "Maximum Contract Liability" of Paragraph 4 (Compensation and Payment) of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and replacing it with the following:

4. **COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability:

(i) Any other provision of this 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 Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's

Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

2. Except as modified or amended by this Second Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

3. This Second Amendment to Agreement, which is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver, may be signed in two or more counterparts each of which shall be deemed as an original signature page to this Agreement. This Agreement may be signed electronically by either party in the manner specified by the City.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PLANE-201102355-02

Contractor Name: SOGETI USA LLC

By: Matthew Huber

Name: MATT HUBER
(please print)

Title: VP of GENERAL COUNSEL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

