

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"), Party of the First Part, and **INSIGHT GLOBAL, INC.**, a corporation 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 October 5, 2011, and a First Amendment to Agreement dated March 30, 2012 (collectively, the "Existing Agreement"), for on-call technology maintenance and support services at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement to increase the Maximum Contract Liability and extend the term thereof;

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

1. Subparagraph 4.D.i., "Compensation and Payment; Maximum Contract Liability" of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and substituting in its place 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 Two Million Two Hundred Eighteen Thousand Six Hundred Dollars and No Cents (\$2,218,600.00) (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."

2. 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 upon execution of the Agreement and shall terminate October 4, 2015. Notwithstanding any other extension of term, 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.”

3. 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.

4. This Second Amendment to Agreement shall not be or become effective or binding on the City until it is approved by City Council for the City and County of Denver, if required by law, and fully executed by all signatories of the City and County of Denver.

[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 _____

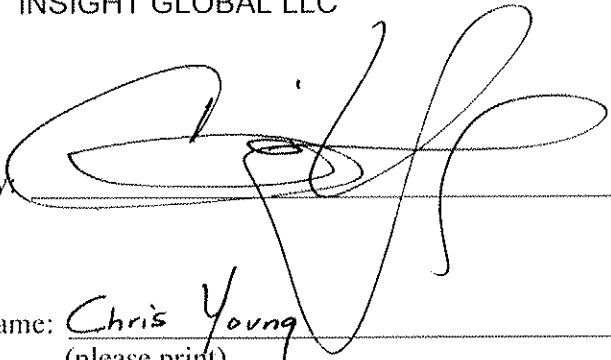
By _____

By _____



Contract Control Number: PLANE-201100104-02

Contractor Name: INSIGHT GLOBAL LLC

By: 

Name: Chris Young
(please print)

Title: Account Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

