

**CONTRACT EXTENSION
AMENDMENT TO
SUBSCRIPTION AGREEMENT**

This Subscription Agreement Contract Extension Amendment (the “*Amendment*”) is made and entered into as of _____ (the “*Effective Date*”) by and between **ESO Solutions, Inc.**, (“*ESO*”), and **City and County of Denver**, for the benefit of the Denver Fire Department (“*Customer*”), (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, ESO is in the business of providing software services (the “*Services*”) to businesses and municipalities;

WHEREAS, Customer would like to amend its subscription with ESO; and

WHEREAS, ESO is willing to agree to said amendment further described below.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Customer and ESO mutually agree as follows:

1. **Modifications**. The Parties agree that the terms and conditions of this Amendment modify the terms and conditions contained in the Subscription Agreement effectively dated on or about September 12, 2017 All other terms and conditions remain the same. Taken together this Amendment and the Subscription Agreement (including Exhibits) constitute the entire agreement between the Parties regarding the Services purchased.
2. **Extension**. Customer desires, and ESO agrees, to modify the Subscription Agreement by extending the Term of the Subscription Agreement as follows:
 - a. The Parties agree to extend the Subscription Agreement for an additional three (3) years, which will begin immediately upon expiration of the original term period and will end on September 12, 2023.
3. **Counterparts; Execution**. This Amendment and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Amendment and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in “portable document format” (“*.pdf*”) or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Amendment and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Amendment (i.e. “*electronic signature*” through a process such as DocuSign®). In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Amendment is sought.

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the Party for which they sign and have executed this Amendment on the Effective Date first written above.

ESO:

CITY AND COUNTY OF DENVER:



[Signature]

[Signature]

Chris Dillie

[Printed Name]

[Printed Name]

President and CEO

[Title]

[Title]

October 29, 2020

[Date]

[Date]

Contract Control Number:
Contractor Name:

FIRES-202055662-03/Alf FIRES-201733905-03
ESO SOLUTIONS 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:

FIRES-202055662-03/Alf FIRES-201733905-03
ESO SOLUTIONS INC

By:  _____

Name: Chris Dillie
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
SCHEDULE OF SUBSCRIPTION FEES

Customer has selected the following Services, at the fees indicated:

Product	Quantity	Discounts	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 100,000 - 125,000 Calls	1.00	\$14,990.00	\$102,000.00	Annually recurring fee. Special discount for Denver Health aggregated call volume.
Fire Suite 100,000 - 125,000 Incidents	1.00	\$4,500.00	\$42,495.00	NFIRS Reporting Module. Annual Recurring Fee.
CAD Integration 100,000 - 125,000 Incidents	1.00	\$2,497.50	\$2,497.50	Annual Recurring Fee; 50% discount for Denver Health association.

Full Price	\$168,980.00
Sum of Discounts	\$21,987.50
Grand Total	\$146,992.50

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin fifteen (15) days after the execution of the Subscription Agreement (“Subscription Start Date”). The Subscription Fees are invoiced annually in advance commencing upon the Subscription Start Date and shall be invoiced on the anniversary of that date for each year this Agreement is in effect.