

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **EXTERRO, INC.**, an Oregon corporation whose address is now 2175 NW Raleigh St., Ste. 110, Portland, OR 97210 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 15, 2015, an Amendatory Agreement dated April 5, 2017, a Second Amendatory Agreement dated October 11, 2018, and a Third Amendatory Agreement dated September 28, 2021, for an e-discovery solution and related professional services (the “Agreement”); and

WHEREAS, the Parties now wish to modify 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 October 31, 2024, all references to Exhibits A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from October 31, 2024.

2. Subsection 2.4 of the Agreement, titled “Maximum Contract Liability,” is amended to read as follows:

“2.4. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS AND NINETEEN CENTS (\$4,873,344.19)** (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.”

3. Subsection 10.1 of the Agreement, titled “Term,” is amended to read as follows:

“10.1. Term. The term of the Agreement is from November 1, 2015, through October 31, 2027. The term of any annual subscription shall begin on the Effective Date or as set out on an Order Form. This Agreement shall be terminated at the end

of the contract year in the event that the Denver City Council fails to fund the subsequent contract year, as provided in Section 2.4. The City has the right to terminate the Agreement without cause upon forty-five (45) days prior written notice to Exterro, by paying a termination fee equivalent to fifty percent (50%) of the unpaid Service fees for the following year.”

4. Subsection 11.11 of the Agreement, titled “No Discrimination in Employment,” is amended to read as follows:

“11.11. No Discrimination in Employment: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Subsection 11.18 of the Agreement, titled “Examination of Records,” is amended to read as follows:

“11.18. Examination of Records and Audits: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No

examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.”

6. Effective upon execution, a new Subsection 11.20, titled “Compliance with Denver Wage Laws,” is hereby added to the Agreement and shall read as follows:

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

8. This Fourth 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.

9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

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Contract Control Number: TECHS-202474572-04 (201524522-04)
Contractor Name: EXTERRO, 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: TECHS-202474572-04 (201524522-04)
Contractor Name: EXTERRO, INC.

By:  DocuSigned by:
E03EF9BB7A1A420...

Name: Michelle Spencer
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-4, SCOPE OF WORK
Order Form - 003
ATTACHMENT TO THE MASTER SERVICES AGREEMENT

This Order is entered into this 31st day of October 2024 (“Order Effective Date”) by and between City and County of Denver (“Customer”) and Exterro, Inc. The terms and conditions of that certain Master Services Agreement (“Agreement”) dated November 2, 2015, by and between the parties are incorporated herein by this reference. Terms used in this Order will have the same meaning as in the Agreement, unless otherwise indicated. In the event of a conflict between the terms and conditions of this Order Form and the Agreement, the terms and conditions of the Order Form shall prevail.

| Software Subscription Fees | | | | | | | |
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| Subscription Term: | November 1, 2024 –October 31, 2027 | | | | | | |
| Description of Subscription Services: | <p>Exterro Platform Package for a Single Hosted US Production Instance:</p> <ul style="list-style-type: none"> • Exterro Platform with 25 named User Licenses • Legal Hold Management application <ul style="list-style-type: none"> ▪ Supports up to 300 Active Holds • Compliance Portal for unlimited Custodians • Employee Change Monitor (ECM) with 50 monitors and 100 actions • Exterro E-Discovery Data Management (Advanced search, culling, in-place early case assessment, collection, processing and review). <ul style="list-style-type: none"> ▪ Standard Connectors: Desktop, Laptop, and Network Share ▪ Connectors for Office 365 (Exchange Online, OneDrive and Teams, SharePoint) • Integration Adapters: <ul style="list-style-type: none"> ▪ Intelligent HR Integration Adapters for employee information or Active Directory via CSV ▪ Single Sign-on (SSO) - (SAML 2.0) ▪ Matter Management Integration Adapter (if applicable) • Data Source Discovery for O365 • In Place Preservation for O365 (Exchange Online, OneDrive and Teams, SharePoint) • O365 Explorer • Exterro Review (unlimited reviewers) <p>Five (5) passes to Exchange Conference in Atlanta September 2024</p> <p>Note: 5 passes per year for the Exterro Exchange Conference for the life of the term</p> | | | | | | |
| Additional Subscription Services: | <ul style="list-style-type: none"> • 25 Additional User Licenses for a total of 50 • 1 FTK License <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Annual Subscription Fee:</td> <td style="text-align: right;">\$40,400</td> </tr> <tr> <td style="text-align: right;">Current Client Discount:</td> <td style="text-align: right;">(\$12,500)</td> </tr> <tr> <td style="text-align: right;">Contracted Annual Subscription Fee:</td> <td style="text-align: right;">\$27,900</td> </tr> </table> | Annual Subscription Fee: | \$40,400 | Current Client Discount: | (\$12,500) | Contracted Annual Subscription Fee: | \$27,900 |
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| Current Client Discount: | (\$12,500) | | | | | | |
| Contracted Annual Subscription Fee: | \$27,900 | | | | | | |
| Hosting Services | <p>Cloud Hosting, 9 TB cloud storage</p> <p>Exterro will invoice for future storage requirements when the current limit of 9 is exceeded. The rate for future storage is \$ 5,000 per TB annually The City can reduce storage per TB on an annual basis with 30 days notice prior to the subsequent subscription term start date.</p> | | | | | | |



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|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Subscription Fees</p> | <p>Year 1 – \$491,489/year (November 1st 2024- October 31st, 2025) Year 2 – \$491,489/year (November 1st 2025- October 31st, 2026) Year 3 – \$491,489/year (November 1st 2026- October 31st, 2027)</p> |
| <p>Payment Summary and Terms (U.S. Dollars):</p> | <ul style="list-style-type: none"> • Subscription Fees are billed annually in advance and thereafter • 100% (\$491,489) of first year Subscription Fees shall be invoiced upon execution of this Order Form. • Annual Subscription Fees may increase by CPI or 6% whichever is higher starting with year four of the Subscription Term • Travel expenses are not included and will be billed as incurred. Applicable taxes (if any) are not included. |
| <p>Professional Services:</p> | <p>Fixed Professional Services Implementation Fees will be billed in accordance with the SOW.</p> |