Docusign Envelope ID: 626D1507-047B-43FE-ACCD-9B2AC87AB40B

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ASSETWORKS INC.,** a Delaware corporation formerly known as Trapeze Software Group Inc, whose registered address is 1001 Old Cassatt Road, Suite 204, Berwyn, PA 19312 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated December 4, 2019, and an Amendatory Agreement dated November 12, 2021, for the use and support of the EAM, MobileFocus, KeyValet, and MAXQueue software (the "Agreement"); and

WHEREAS, the Agreement expired by its terms on December 4, 2024, 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 November 1, 2024, all references to Exhibits B and B-1 in the existing Agreement shall be amended to read Exhibits B, B-1, and B-2, as applicable.

2. Section 17 of the Agreement, titled "**TERM**," is amended to read as follows:

"**17. TERM**: The term of the Agreement ("Term") shall commence on December 4, 2019, and expire, unless sooner terminated, on December 4, 2027."

3. Subsection 18.4.1 of the Agreement, titled "**Maximum Contract Liability**," is amended to read as follows:

"**18.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Four Million Thirty-Seven Thousand Nine Hundred Twenty-Nine Dollars and Eighty-Three Cents ($4,037,929.83) (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."

4. Effective upon execution, a new Section 52, titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is hereby added to the Agreement and shall read as follows:

"52. 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

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Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. Effective upon execution, a new Section 53, titled "**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**," is hereby added to the Agreement and shall read as follows:

"**53**. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards."

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

7. This Second 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit B-2**, Maintenance Renewal Statement.

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Contract Control Number: TECHS-202476783-02 / TECHS-201951363-02
Contractor Name: ASSETWORKS 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Docusign Envelope ID: 626D1507-047B-43FE-ACCD-9B2AC87AB40B

Contract Control Number: TECHS-202476783-02 / TECHS-201951363-02
Contractor Name: ASSETWORKS INC.

By: Signed by: Greg Richards DD8A77D09189442... _____

Greg Richards
Name: _____
(please print)

General Manager
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

AssetWORKS

MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 1708 EAM MNT & HST 24
3 Year Term
Revised to add API

TO: City and County of Denver, CO
FROM: AssetWorks Inc.
DATE: September 11, 2024
RE: FleetFocus EAM Maintenance and Support Renewal

Prices valid through October 31, 2027

Annual Software Maintenance and Support for period 11/1/2024 - 10/31/2025		
EAM Standard License		
Including Reporting, Capital Planning, Esri Integration, Shop Activity, KPI/Dashboards, MAXQueue, Mapping, EAM	$	59,038.88
MobileFocus (SmartApps/Edge)	$	7,448.63
KeyValet	$	1,823.26
Added MAXQueue Module PLUS Subscription (Includes APIs) – Year 2 pro-rated for period 1/1/2025- 10/31/2025	$	5,596.93
Includes product updates and enhancements, unlimited email and telephone support for 12 months		
Year 1 Maintenance Subtotal	**$**	**73,907.70**
Annual Application Hosting for period 11/11/2024 - 10/31/2025		
EAM Standard License	$	60,179.27
MobileFocus (SmartApps/Edge)	$	10,196.52
KeyValet	$	4,681.56
Year 1 Hosting Subtotal	**$**	**75,057.35**
Year 1 Total Due	**$**	**148,965.05**
Annual Software Maintenance and Support for period 11/1/2025 - 10/31/2026		
EAM Standard License		
Same configuration as above	$	63,171.60
MobileFocus (SmartApps/Edge)	$	7,970.03
KeyValet	$	1,950.89
MAXQueue Module PLUS Subscription (Includes APIs)	$	7,190.40
Includes product updates and enhancements, unlimited email and telephone support for 12 months		
Year 2 Maintenance Subtotal	**$**	**80,282.93**
Annual Application Hosting for period 11/11/2025 - 10/31/2026		
EAM Standard License	$	64,391.82
MobileFocus (SmartApps/Edge)	$	10,910.27
KeyValet	$	5,009.27
Year 2 Hosting Subtotal	**$**	**80,311.36**
Year 2 Total Due	**$**	**160,594.29**
Annual Software Maintenance and Support for period 11/1/2026 - 10/31/2027		
EAM Standard License		
Same configuration as above	$	67,593.61
MobileFocus (SmartApps/Edge)	$	8,527.93
KeyValet	$	2,087.45
MAXQueue Module PLUS Subscription (Includes APIs)	$	7,693.73
Includes product updates and enhancements, unlimited email and telephone support for 12 months		
Year 3 Maintenance Subtotal	**$**	**85,902.72**
Annual Application Hosting for period 11/11/2026 - 10/31/2027		
EAM Standard License	$	68,899.25
MobileFocus (SmartApps/Edge)	$	11,673.99
KeyValet	$	5,359.92
Year 3 Hosting Subtotal	**$**	**85,933.16**
Year 3 Total Due	**$**	**171,835.88**

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. ***Page 1 of 2*** ←

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AssetWORKS

MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 1708 EAM MNT & HST 24
3 Year Term
Revised to add API

TO: **City and County of Denver, CO**
FROM: **AssetWorks Inc.**
DATE: **September 11, 2024**
RE: **FleetFocus EAM Maintenance and Support Renewal**

Prices valid through October 31, 2027

REMIT TO:

Sales Tax: 0.0000% _____

CHECKS
AssetWorks
PO Box 202525
Dallas TX 75320-2525

All software updates are electronically delivered

3 YEAR BUDGETARY TOTAL, $ US **$ 481,395.22**

EFT, ACH, OR DIRECT DEPOSIT
Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049
Canada GST/HST # 834113896 RT0001
AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice , complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. *If your organization requires us to reference a purchase order number on our invoice* , we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. ***Do not mail POs to our remittance address*** .

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

[ ] PO REQUIRED: #_____ [ ] NO PO REQUIRED

[ ] NO SEPARATE INVOICE NEEDED

[ ] Please MAIL invoice to: _____

[ ] Please E-MAIL invoice to: _____

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. ***Page 2 of 2*** ←

Confidential Information