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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 **Q-MATIC CORPORATION,** an Illinois corporation, whose address is 2875 Breckinridge Blvd Ste 100, Duluth, GA 30096 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated September 11, 2023, and an Amendatory Agreement dated March 25, 2026, for the purchase of software licensing, implementation, and ongoing support of the Q-Matic Queue Management system (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 November 1, 2026, all references to "Exhibit A" in the Agreement shall now refer to "Exhibits A and A-1," as applicable to the context. Exhibit A-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter from and after November 1, 2026. In the event of any conflict between Exhibit A and A-1, Exhibit A-1 shall control.

2. Section 5 of the Agreement, titled "**TERM**," is amended to read as follows:

"**5. TERM**: This Agreement will commence on October 1, 2023, and will expire, unless sooner terminated, on October 31, 2028 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City."

3. Subsection 6.4.1 of the Agreement, titled "**Maximum Contract Amount**," is amended to read as follows:

"**6.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Seven Hundred Fifty Thousand Five Hundred Seventy Dollars ($750,570.00) (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. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. 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.

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Contract Control Number: TECHS-202685147-02 (202369652-02)
Contractor Name: Q-MATIC CORPORATION

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: _____

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Contract Control Number: TECHS-202685147-02 (202369652-02)
Contractor Name: Q-MATIC CORPORATION

By: Signed by: Terrell Tuten 9E9BD820F6E245F...

Name: Terrell Tuten
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Exhibit A-1

Q-MATIC Corporation
2875 Breckinridge Blvd., Suite 100
Duluth, GA 30096

Organization:	City and County of Denver	May 20, 2026
Customer Name:		
Address:		Michelle Gorman
		(770) 817-4282
City/State/Zip:		(770) 817-4594
Phone:		michelle.gorman@qmatic.com
Fax:		
Email:		

Term: November 1, 2026 - October 31, 2028

QTY	*PART #*	*DESCRIPTION*	*TERM*	*TOTAL*
	ENTERPRISE SOFTWARE & SERVICES			
1	10999611	Qmatic Care - Annual Software Maintenance - Year 1	11/1/2026 - 10/31/2027	$34,004.51
1	10999611	Qmatic Care - Software Maintenance - Mobile Ticket & Service Point Integration - Year 1	11/1/2026 - 10/31/2027	$4,663.18
1	10999652	Managed Service, Large - Year 1	11/1/2026 - 10/31/2027	$6,689.50
1	101115800	Data Connect - Year 1	11/1/2026 - 10/31/2027	$18,944.17
1	10999504	Customer Feedback Premium - Year 1	11/1/2026 - 10/31/2027	$13,596.00
1	SMS2000	SMS up to 2,000,000 Annually - Year 1	11/1/2026 - 10/31/2027	$21,800.00
1	10999611	Qmatic Care - Annual Software Maintenance - Year 2	11/1/2027 - 10/31/2028	$34,004.51
1	10999611	Qmatic Care - Software Maintenance - Mobile Ticket & Service Point Integration - Year 2	11/1/2027 - 10/31/2028	$4,663.18
1	10999652	Managed Service, Large - Year 2	11/1/2027 - 10/31/2028	$6,689.50
1	101115800	Data Connect - Year 2	11/1/2027 - 10/31/2028	$18,944.17
1	10999504	Customer Feedback Premium - Year 2	11/1/2027 - 10/31/2028	$13,596.00
1	SMS2000	SMS up to 2,000,000 Annually - Year 2	11/1/2027 - 10/31/2028	$21,800.00
			Total 2 Years	**$199,394.72**
	CLERK AND RECORDER			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$4,736.23
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$4,736.23
			Total 2 Years	**$9,472.46**
	EXCISE AND LICENSE			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$2,625.51
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$2,625.51
			Total 2 Years	**$5,251.02**
	ELECTIONS			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$1,834.38
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$1,834.38
			Total 2 Years	**$3,668.76**
	DMV AND TAX			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$22,422.50
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$22,422.50
			Total 2 Years	**$44,845.00**
	COMMUNITY PLANNING AND DEVELOPMENT			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$3,614.17
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$3,614.17
			Total 2 Years	**$7,228.34**
	ANIMAL SHELTER			
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 1	11/1/2026 - 10/31/2027	$2,854.42
1	10999841	Qmatic Care Annual Hardware Maintenance - Year 2	11/1/2027 - 10/31/2028	$2,854.42
			Total 2 Years	**$5,708.84**
GRAND TOTAL				**$275,569.13**