Docusign Envelope ID: 70ED9A41-B661-8E33-82BC-6014AA72DBED

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 **PINE TECHNOLOGIES, LLC,** a Utah limited liability company, whose address is 423 E 25 N, Millville, UT 84326 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated January 21, 2021, and an Amendatory Agreement dated September 26, 2023, for professional services to support JustWare (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 upon execution, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from the date of execution.

2. Section 8 of the Agreement, titled "**TERM**," is amended to read as follows:

"**8. TERM**: The term of the Agreement is from January 1, 2021, through December 31, 2029."

3. Subsection 9.4.1 of the Agreement, titled "**Maximum Agreement Liability**," is amended to read as follows:

"**9.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Five Hundred Twenty-Four Thousand Dollars ($524,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement."

4. Section 43 of the Agreement, titled "**PAYMENT OF CITY MINIMUM WAGE**," is amended to read as follows:

"43. 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."

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

Docusign Envelope ID: 70ED9A41-B661-8E33-82BC-6014AA72DBED

6. 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Costs.

REMAINDER OF PAGE INTENTIONALLY BLANK

Docusign Envelope ID: 70ED9A41-B661-8E33-82BC-6014AA72DBED

Contract Control Number: TECHS-202685175-02 (202056360-02)
Contractor Name: PINE TECHNOLOGIES, LLC

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: 70ED9A41-B661-8E33-82BC-6014AA72DBED

Contract Control Number: TECHS-202685175-02 (202056360-02)
Contractor Name: PINE TECHNOLOGIES, LLC

By: Signed by: Ben Stocks BBFDA7A72CC545F...

Name: Ben Stocks
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Docusign Envelope ID: 70ED9A41-B661-8E33-82BC-6014AA72DBED

Exhibit A-2

Cost

Service Term	Service Fees
January 1, 2027 – December 31, 2027	$60,000
January 1, 2028 – December 31, 2028	$60,000
January 1, 2029 – December 31, 2029	$60,000
Total	$180,000