

**AMENDMENT TO ON CALL  
TECHNOLOGY SERVICES AGREEMENT**

**THIS AMENDMENT TO ON CALL TECHNOLOGY SERVICES AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **INSIGHT GLOBAL, LLC**, a Delaware Limited Liability Company, whose address is 4170 Ashford Dunwoody Rd., Suite 250, Atlanta, GA 30319-1428 (the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties entered into an On Call Technology Services Agreement dated July 10, 2015 (the “Agreement”), to provide specialized technology services;

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and increase compensation to the Consultant, as follows; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“2. **TERM**: The term of this Agreement shall commence on **May 1, 2015**, and shall terminate on **April 30, 2021**, unless earlier terminated in accordance with the Agreement.”

2. Article 3. D. (i) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Maximum Contract Liability**” is amended to read as follows:

“**D. Maximum Contract Liability**:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for the services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **SIX MILLION DOLLARS (\$6,000,000.00)** (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by the Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

3. This Amendment to On Call Technology Services Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together,

shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** TECHS-201950236-01 (Alfresco #201521109-01)  
**Contractor Name:** INSIGHT GLOBAL 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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

By:

**Contract Control Number:**  
**Contractor Name:**

TECHS-201950236-[[ This Amendment Number ]]  
INSIGHT GLOBAL LLC

By:  DocuSigned by:  
07AA64A2F66C451...

Name: Jossy Bergan  
(please print)

Title: Account Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)