

FOURTH AMENDMENT

THIS FOURTH AMENDMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”, or sometimes referred to as the “Customer”), and **KRONOS INCORPORATED**, a corporation incorporated under the laws of the Commonwealth of Massachusetts and registered to do business in the State of Colorado (hereinafter referred to as the “Vendor” or “Kronos”).

WITNESSETH:

WHEREAS, the City and Vendor previously entered into the Software License, Equipment and Software Support Agreement, dated September 25, 2007 (the “Software Agreement”), Amendment dated January 25, 2008, a Second Amendment dated August 9, 2008, and a Revival and Third Amendment dated July 18, 2017 (the Software Agreement and Amendments are collectively referred to as the “Agreement”); and

WHEREAS, the City and the Vendor wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. That Article 4 of the Agreement entitled “Term” is hereby amended to read as follows:

“**4. TERM:** The term of the Agreement shall commence on October 1, 2007, and expire December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement.”

2. That Article 5(D)(i) of the Agreement entitled “Maximum Contract Liability” is hereby amended to read as follows:

“5. COMPENSATION AND PAYMENT

D. Maximum Contract Liability:

(i) Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION SEVEN HUNDRED AND TWENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND FIFTY CENTS (\$1,727,854.50)**. Vendor Acknowledges that any work performed by Vendor beyond that specifically authorized by the City in writing, is performed at Vendor’s risk and without authorization under this Agreement.”

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

4. This Fourth Amendment 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.

[Signature Page Follows]

Contract Control Number: TECHS-201952999-04 (TECHS-CE73082-04)
Contractor Name: KRONOS INCORPORATED

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-201952999-04 (TECHS-CE73082-04)
KRONOS INCORPORATED

DocuSigned by:
By: Nicole Dandurant
8873203973F046F...

Name: Nicole Dandurant
(please print)

Title: Order Processing Analyst
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)