

STATE OF COLORADO PRICE AGREEMENT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Original Contract Number 107338
Contractor American Databank, LLC	Amendment Contract Number 167216
	Amendment Performance Beginning Date The Amendment Effective Date
	Contract Expiration Date February 28, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR American Databank, LLC</p> <p style="text-align: center;">DocuSigned by: <i>Toshiaki Aizawa</i></p> <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">By: <u>Toshiaki Aizawa, CEO</u></p> <p style="text-align: center;">Date: <u>2/24/2021</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Personnel and Administration, State Purchasing and Contracts Office Kara Veitch, Executive Director</p> <p style="text-align: center;">DocuSigned by: <i>John Chapman</i></p> <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">By: <u>John Chapman, State Purchasing Manager</u></p> <p style="text-align: center;">Date: <u>2/24/2021</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Clark Bolser

By: _____

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Amendment Effective Date: 2/24/2021

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

This amendment is to extend the contract.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Commencing on the Amendment Effective Date section 2.C is hereby deleted and replaced by:

Extension Terms – State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in this Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit D. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

B. Commencing on the Amendment Effective Date the term of the Contract is extended until February 28, 2022.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the

provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.