

PRICE AGREEMENT CONSENT TO ASSIGNMENT AND AMENDMENT # 1 SIGNATURE AND COVER PAGE

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Assignee Agile Fleet, Inc.
Original Contractor - Assignor Agile Access Control, Inc	Original Contract Number 107276
Contract Description Fleet Motor Pool Reservation Software System	Assignment and Amendment Contract Number 172777
	Assignment and Amendment Performance Beginning Date The Assignment and Amendment Effective Date
	Contract Expiration Date January 31, 2023

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT AND AMENDMENT

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

<p style="text-align: center;">ORIGINAL CONTRACTOR - ASSIGNOR Agile Access Control, LLC</p> <p>DocuSigned by: <i>Ed Smith</i></p> <p>By: Edwin E Smith, President</p> <p>Date: <u>12/2/2021</u></p>	<p style="text-align: center;">ASSIGNEE Agile Fleet, Inc.</p> <p>DocuSigned by: <i>Ed Smith</i></p> <p>By: Edwin E. Smith, President</p> <p>Date: <u>12/2/2021</u></p>
<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration, State Purchasing and Contracts Office Tobin Follenweider, Acting Executive Director</p> <p>DocuSigned by: <i>John Chapman</i></p> <p>By: John Maxwell, Chief Procurement Officer, or John Chapman, State Purchasing Manager</p> <p>Date: <u>12/2/2021</u></p>	
<p>In accordance with §24-30-202 C.R.S., this Assignment and Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Rachael Kamlet</i></p> <p>By: <u>Rachael Kamlet</u> Rachael Kamlet</p> <p>Assignment and Amendment Effective Date: <u>12/2/2021</u></p>	

1. PARTIES

This Consent to Assignment and Amendment (the “Assignment and Amendment”) of the Original Contract shown on the Signature and Cover Page for this Assignment and Amendment, (the “Contract”) is entered into by and between the Contractor, as defined in the Original Contract (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Amendment, and the State.

2. TERMINOLOGY

Except as specifically modified by this Assignment and Amendment, all terms used in this Assignment and Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Assignment and Amendment commences, as described in §3.B of this Assignment and Amendment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

3. ASSIGNMENT AND AMENDMENT EFFECTIVE DATE AND TERM

A. Assignment and Amendment Effective Date

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

B. Assignment and Amendment Term

Assignee’s and the State’s respective performances under this Assignment and Amendment and the changes to the Contract contained herein shall commence on the Assignment and Amendment Effective Date shown on the Signature and Cover Page for this Assignment and Amendment and shall terminate on the Expiration of the Contract.

4. PURPOSE

The purpose of this Assignment and Amendment is to extend the Contract and to replace Assignor under the Contract and substitute Assignee to the extent provided for in this Assignment and Amendment.

5. EFFECT OF ASSIGNMENT

Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

A. Limitations to Assignment

Assignee shall perform all duties and fulfill all obligations of Assignor.

B. Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract except to the extent Assignee fails to properly perform, in

which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

6. MODIFICATIONS

In addition to the assignment of duties and obligations, the Contract and all prior Assignments and Amendments thereto, if any, are modified as follows:

- A. Commencing on the Assignment and Amendment Effective Date the term of the Contract is extended until January 31, 2023.

7. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

8. WAIVER

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment and Amendment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective date of this Assignment and Amendment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

9. CONSENT TO ASSIGNMENT

The State hereby consents to the Assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment and Amendment.