AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

INTERNATIONAL BUSINESS MACHINES CORPORATION

AT

DENVER INTERNATIONAL AIRPORT

FOR

IBM MAXIMO & TRIRIGA IMPLEMENTATION PHASES 2-5
AND HOSTING SERVICES

October 3, 2016

International Business Machines Corporation (IBM)
IBM Maximo & TRIRIGA Implementation Phases 2-5 and Hosting Services
Contract Number 201628452-00

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AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES PHASES 2-5 AND SOFTWARE HOSTING SERVICES (Contract Number 201628452-00) and its appendices and exhibits ("Agreement"), made and entered into as of the latest date set forth on the signature page below (the "Effective Date") by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and INTERNATIONAL BUSINESS MACHINES CORPORATION, a corporation organized under the laws of the state of New York and authorized to do business in Colorado ("Consultant" or "IBM"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and will require software, professional services for staff augmentation support and software maintenance, testing, licensing, software hosting and such other work as may be requested by the City, at Denver International Airport in support of the Maximo enhancements to DIA's proprietary systems; and

WHEREAS, the Consultant is qualified and ready, willing and able to provide the requested software and professional services to the City, in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1.   LINE OF AUTHORITY:

The Chief Executive Officer for the Department of Aviation, her designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described herein to the Airport's Senior Vice President - Technologies (the "SVP - Technologies") as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The SVP - Technologies' authorized representative for day- to-day administration of the Consultant's services under this Agreement is the City Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the City Project Manager. The CEO and the SVP - Technologies may rescind or amend any such designation of representatives or delegation of authority and the SVP - Technologies may from time to time designate a different individual to act as City Project Manager, upon written notice to the Consultant.

2.   STATEMENT OF WORK:

A.   The Consultant, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall exert commercially reasonable efforts to perform any and all authorized services provided under

this Agreement. The Consultant shall provide the Services provided in the attached: Exhibit A-1, "IBM Global Services Statement of Work for Maximo and TRIRIGA Enhancements Phases 2-5 Implementation Services",
Exhibit A-2, "IBM Statement of Work WITUS160815246633 for IBM Maximo Software Hosting Services", and
Exhibit A-3, "IBM Statement of Work MWOD-9UKJHU for IBM TRIRIGA Software Hosting Services".

B.   Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVP - Technologies determines to be not described in the Statement of Work or in excess of the requirements of the Statement of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in Exhibits A-1, A-2, and A-3. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP - Technologies. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability. Changes to this Agreement described in this section B shall be handled in accordance with the Project Change Control Procedure in the respective Statement of Work in Exhibits A-1, A-2, and A-3.

C.   Additional Requirements for Hosting Based Services: All hosting services provided under this agreement shall be subject to the provisions of this Agreement, Exhibit A-2 or Exhibit A-3, and Exhibit B, "Hosting Services Addendum".

D.   The Consultant shall exert commercially reasonable efforts to perform the work required under this Agreement in accordance with the Warranty for Consultant Services in section 54 below.

3.   TERM:

The Term of this Agreement shall commence on the Effective Date, and shall terminate five years thereafter, unless sooner terminated. The term of this Agreement may be extended for two periods of one (1) year each, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 3, the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

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4.   COMPENSATION AND PAYMENT:

A.   <u>Fee</u>: The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth in Exhibit A-1, Section 2.8 "Charges", Exhibit A-2, Section 8 "Charges", Exhibit A-3, Section 8 "Charges", and as may be further described herein.

B.   <u>Reimbursement Expenses</u>: There are no reimbursable expenses allowed under Agreement, unless approved in writing, in advance, by the SVP - Technologies.

C.   <u>Invoicing</u>: Consultant shall provide the City with monthly invoices in a format and with a level of detail acceptable to the City and the Consultant. Invoices are due upon receipt, and the City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D.   <u>Maximum Contract Liability</u>:

(i)   Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Five Million Two Hundred Eighty Eight Thousand Nine Hundred Seventy Two Dollars and 00 Cents ($5,288,972.00) (the "Maximum Contract Liability"), allocated as follows:

a.   That portion of the Maximum Contract Liability allocated to the Maximo and TRIRIGA Phases 2-5 Implementation, as more fully described in Exhibit A-1, as well as any "Additional Services" as described at paragraph 2B, above, shall not exceed Three Million Three Hundred Four Thousand Three Hundred Seven Dollars and 00 Cents ($3,304,307.00), hereinafter referred to as the "Implementation Maximum Contract Liability".

b.   That portion of the Maximum Contract Liability allocated to IBM Maximo and TRIRIGA Software Hosting Services, as more fully described in Exhibit A-2 and Exhibit A-3, shall not exceed One Million Nine Hundred Eighty Four Thousand Six Hundred Sixty Five Dollars and 00 Cents ($1,984,665.00), hereinafter referred to as the "Hosting Maximum Contract Liability".

(ii)   Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement. The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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5.   TAXES AND COSTS:

        A.   The Consultant, at its own expense, shall endeavor to promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and thus no valid lien, mortgage, judgment or execution should be filed against land, facilities or improvements owned by the City with regards to this Agreement.

        B.   The City shall provide to Consultant, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under this Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Consultant, the City shall reimburse Consultant the actual cost of such items.

        C.   The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Consultant confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Consultant is responsible for payment of such Taxes to the appropriate governmental authority.

6.   STATUS OF CONSULTANT:

        It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

7.   NO AUTHORITY TO BIND CITY TO CONTRACTS:

        The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

8.   PERSONNEL ASSIGNMENTS:

        A.   The Consultant shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Consultant's organization. To the extent

possible, Consultant shall endeavor to keep Consultant's designated Project Manager assigned on this contract during the entire contract term, while in the employ of the Consultant, or, until such time that his or her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager. Prior to replacing Consultant's Project Manager, Consultant shall provide written notice of at least fifteen (15) calendar days for reassignment or five (5) calendar days for voluntary resignation to the City Project Manager. Consultant shall have thirty (30) days from the written notice to provide resumes of qualified candidates to the City Project Manager, and the City shall in its sole discretion, either approve or disapprove of IBM's candidates as to whether they are suitable to perform in the vacated position, such approval shall not be unreasonably withheld or delayed.

B.   The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C.   If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP - Technologies.

D.   All key professional personnel identified by the Consultant will be assigned by the Consultant or subcontractors to perform work under the applicable Statement of Work. The SVP - Technologies must approve additional key professional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the applicable Statement of Work, and that the Consultant's and the sub-consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E.   If the Consultant decides to replace any of its key professional personnel, it shall notify the SVP - Technologies in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP - Technologies, which approval shall be timely and shall not be unreasonably withheld. The SVP - Technologies shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the SVP - Technologies receives the list of key professional personnel, which the Consultant desires to replace. If the SVP - Technologies or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F.   If, during the term of this Agreement, the SVP - Technologies determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he may give the Consultant notice of the period of time, which the SVP - Technologies considers reasonable to correct such performance. If the SVP - Technologies notifies the Consultant that certain of its key personnel should be reassigned, the Consultant shall exert commercially reasonable efforts to obtain adequate substitute personnel within ten days

from the date of the SVP - Technologies' notice.

9.   SUBCONTRACTORS:

A.   Although the Consultant may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the SVP - Technologies or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and other pertinent information requested by the SVP - Technologies.

B.   For subcontractors that provide Services onsite at the City, because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVP - Technologies shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP - Technologies shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C.   The Consultant shall not retain any subcontractor to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

10.   NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK
UNDER THE AGREEMENT:

Pursuant to CRS 8-17.5-101, as amended, Colorado's Illegal Aliens – Public Contracts for Services statute is not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.

11.   NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

12. DSBO GOALS:

The Consultant may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: Not Applicable. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

13. PREVAILING WAGES:

Employees of the Consultant or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Consultant covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Consultant's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. The Consultant may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

14. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is paid within the terms specified in the Consultant's subcontract agreement. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. RESERVED.

16. COORDINATION OF SERVICES:

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents, provided that any such regulations or restrictions are provided in writing in advance to IBM.

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17.   INSURANCE:

A.   The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in Exhibit C, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B.   All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal may be considered a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in Exhibit C. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C.   All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance.

D.   The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E.   The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F.   The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

18. INTELLECTUAL PROPERTY PROTECTION:

A. Third Party Claims. If a third party asserts a claim against the City that a Material Consultant provides to the City under this Agreement infringes that party's patent or copyright, Consultant will defend the City against that claim at Consultant's expense and pay all costs, damages, and attorney's fees that a court finally awards against the City or that are included in a settlement approved in advance by Consultant, provided that the City:

- promptly notifies Consultant in writing of the claim;
- allows Consultant to control, and cooperates with Consultant in, the defense and any related settlement negotiations; and
- is and remains in compliance with the Material's applicable license terms and the City's obligations under section B. Remedies below.

B. Remedies. If such a claim is made or appears likely to be made, the City agrees to permit Consultant, in Consultant's discretion, either to i) enable the City to continue to use the Material, ii) modify it, or iii) replace it with one that is at least functionally equivalent. If Consultant determines that none of these alternatives is reasonably available, then on Consultant's written request, the City agrees to promptly return the Material to Consultant and discontinue its use. Consultant will then give the City a credit equal to the amount the City paid Consultant for the creation of the Materials.

C. Claims for Which IBM is Not Responsible. Consultant has no obligation regarding any claim based on any of the following:

- anything provided by the City or a third party on the City's behalf that is incorporated into a Material or Consultant's compliance with any designs, specifications, or instructions provided by the City or a third party on the City's behalf;
- modification of a Material by the City or a third party on the City's behalf;
- the combination, operation, or use of a Material with any product, hardware device, program, data, apparatus, method, or process that Consultant did not provide as a system, if the infringement would not have occurred were it not for such combination, operation or use; or
- the distribution, operation or use of a Material outside the City's Enterprise.

This Intellectual Property Protection section states IBM's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims.

19. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all third party liabilities, claims, judgments, suits or demands for damages to persons or real or tangible personal property arising out of, resulting from, or relating to the work performed under this Agreement for which IBM is legally liable ("Claims") by paying all costs, damages, and

attorney's fees that a court finally awards against the City or that are included in a settlement approved in advance by Consultant, provided that the City:

- promptly notifies Consultant in writing of the Claim; and
- allows Consultant to control, and cooperates with Consultant in, the defense and any related settlement negotiations.

B.   This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors with respect to such damages to persons or real or tangible personal property for which IBM is legally liable.

C.   Consultant's duty to defend and indemnify City shall arise at the time when such written notice of the Claim is first provided to City. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant.

D.   Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E.   This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

This Section 19 states IBM's entire obligation and Customer's exclusive remedy regarding any third party Claims for damages to persons or real or tangible personal property for which IBM is legally liable.

20.   COLORADO GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

21.   LIMITATION OF LIABILITY:

A.   Items for Which IBM May be Liable. Circumstances may arise where, because of a default on Consultant's part or other liability, the City is entitled to recover damages from Consultant. Regardless of the basis on which the City is entitled to claim damages from Consultant (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Consultant's entire liability for all claims in the aggregate arising from or related to this Agreement will not exceed the amount of any actual direct damages up to three times the applicable Maximum Contract Liability.

For purposes of clarification, damages available under this paragraph 21.A. which

arise from or relate to Implementation or Additional Services as described in Exhibit A-1 and paragraph 2.B will not exceed actual direct damages up to three times the Implementation Maximum Contract Liability, as defined in section 4. D. (i) a. above.

For purposes of further clarification, damages available under this paragraph 21.A. which arise from or relate to Maximo and TRIRIGA Software Hosting Services as described in Exhibit A-2 and Exhibit A-3 will not exceed actual direct damages up to three times the Hosting Maximum Contract Liability, as defined in section 4. D. (i) b. above.

This limit also applies to any of Consultant's subcontractors and program developers. It is the maximum for which Consultant and its subcontractors and program developers are collectively responsible. The following amounts are not subject to a cap on the amount of damages:

- payments referred to in section 18. Intellectual Property Protection above; and
- damages for bodily injury (including death) and damage to real property and tangible personal property for which Consultant is legally liable.

B.   Items for Which IBM is Not Liable. Except as expressly required by law without the possibility of contractual waiver, under no circumstances is Consultant, its subcontractors, or program developers liable for any of the following even if informed of their possibility:

- loss of, or damage to, data;
- special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- lost profits, business, revenue, goodwill, or anticipated savings.

22.   COMPLIANCE WITH PATENT, TRADEMARK, AND COPYRIGHT LAWS:

A.   The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. The City's sole remedy with regard to this provision is the intellectual property indemnification in section 18 above.

B.   RESERVED.

23. RESERVED.

24.   ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any

such presentations. Nothing herein, however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

25.   COLORADO OPEN RECORDS ACT:

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City subject to the terms herein.

26.   DATA CONFIDENTIALITY:

A.   The parties agree that any exchange of confidential information under this Agreement shall be handled under the terms of the mutually executed Agreement for Exchange of Confidential Information (AECI), Agreement number HW64334, attached in Exhibit D, which is hereby incorporated herein.

27.   EXAMINATION OF RECORDS:

A.   The Consultant agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement for the respective Statement of Work in Exhibits A and A-1, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B.   In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

C.   The parties agree that access by the City or any third party, shall not be granted to Consultant's confidential financial information including, but not limited to cost or pricing methodologies, overheads, profit margins, internal audit results, Consultant's personnel data or those of its subcontractors. The City or any third-party shall have such access up to one time in a twelve month period. Such audit activity shall be conducted during normal business hours in a manner that is not disruptive to the Consultant's normal business activities. The City or any third-party shall bear all costs associated with all such records access and audit activity.

28.   INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract.

29.   TERMINATION:

A.   Termination for Convenience.
- For the Implementation Statement of Work in Exhibit A-1, the City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant.
- For the Hosting Statements of Work in Exhibit A-2 and Exhibit A-3, the City has the right to terminate this Agreement without cause on ninety (90) days written notice to the Consultant after the first year.

B.   Termination for Cause. Either party may terminate this contract in whole or in part for the other party's failure (Breaching Party) to materially perform any of the services, duties, terms, or conditions contained in this contract after giving the Breaching Party written notice of the stated failure and a reasonable opportunity to comply. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days or as mutually agreed by the parties. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period. However, if it is not practical to remedy the breach within the specified number of days, the period for cure will be extended by a reasonable period, so long as the Breaching Party takes and continues to take reasonable steps toward remedying the breach. If the demanded performance is not completed within the specified period, as extended, the termination is effective at the end of the specified period.

C.   If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed and actual expenses incurred, up through the date specified on the notice of termination.

D.   If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and the ownership of these Materials shall be as defined in the applicable Statement of Work.

E.   Upon termination of this Agreement, the Consultant shall be entitled to reimbursement for the reasonable cost of the Work to the date specified on the notice of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Liability specified in section 4. D. above.

30.   RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

31.   SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

32.   NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

By Consultant to: CEO of Aviation
                           Denver International
                           Airport
                           8500 Peña Boulevard, 9th Floor
                           Denver, Colorado 80249-6340

And by City to: Brent Hinkston
Client Executive, Colorado Enterprise
4700 S Syracuse
Denver, Colorado 80237-2710

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

Notices (physical, e-mail or facsimile) may also be provided as specified in an applicable transaction document, such as an applicable Statement of Work. The parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

33.   NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. This Agreement and any transaction under it do not create an agency, joint venture, or partnership between the City and the Consultant. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

34.   ASSIGNMENT AND RESALE:

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. Consultant is also permitted to assign its rights to payments without obtaining the City's consent. It is not considered an assignment for Consultant to divest a portion of its business in a manner that similarly affects all of its customers.

The City agrees not to resell any Service without IBM's prior written consent. Any attempt to do so is void.

35.   CONFLICT OF INTEREST:

The Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not knowingly engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that to the best of the undersigned's knowledge and belief, it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement for convenience if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received, or as mutually agreed, in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

36.   GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A.   This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

B.   All disputes between the City and Consultant regarding this Agreement shall be resolved as per section 57 Dispute Resolution Procedure below, and if such process does not result in resolution of the dispute(s) by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

37.   COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Consultant shall comply with the laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations and any other laws, rules, and regulations referenced in this Agreement that are applicable to the Consultant in its role under this Agreement as the provider of information technology products and services. The Charter and Revised Municipal Code for the City and County of Denver can be found at:

https://www.municode.com/library/co/denver/codes/code_of_ordinances

The Denver International Airport Rules and Regulations can be found at:

http://www.flydenver.com/about/administration/rules_regulations

38.   FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including DIA. The provisions of the attached Federal Aviation Administration Required Contract Provisions are incorporated herein by reference.

39.   AIRPORT SECURITY:

A.   It is a material requirement of this Contract that the Consultant shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Consultant shall conduct all of its activities at the Airport in compliance with the policies and procedures of the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation ("Airport Security"), and a copy of such policies and procedures will be provided to Consultant in writing prior to the commencement of Services under this Agreement which can be viewed at http://www.flydenver.com/about/administration/rules_regulations.   Violation   by   the Consultant or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B.   The Consultant shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant's operations under this Contract. The Consultant shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance in the performance of the Services with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Consultant or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C.   The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Consultant shall take steps to comply with security modifications which occur as a result of the changed status. The Consultant may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Consultant's operations at the Airport.

D.   The Consultant shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Consultant fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the   Consultant   under   this   Contract.

40.   USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant and Consultant's agents from City facilities or participating in City operations. The parties agree that Consultant's personnel shall not be subject to drug or alcohol testing.

41.   CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S.
§§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

42.   PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

43.   CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 57 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix 1:   Federal Aviation Administration Required
                   Contract Provisions

Exhibit A-1:	IBM Statement of Work – Implementation
Exhibit A-2:	IBM Statement of Work – Maximo Hosting
Exhibit A-3:	IBM Statement of Work – TRIRIGA Hosting
Exhibit B:	Hosting Services Addendum
Exhibit C:	Certificate of Insurance
Exhibit D:	Agreement for Exchange of Confidential Information (AECI)

In the event of an irreconcilable conflict between a provision of Sections 1 through 57 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Exhibits A-1, A-2, and A-3
Sections 1 through 57
hereof Exhibit B
Exhibit C
Exhibit D

44. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement, including its applicable appendices and exhibits is the complete integration of all understandings between the parties, and replaces all prior oral or written communications, representations, understandings, warranties, promises, covenants, and commitments between the City and the Consultant. In entering into this Agreement, including its applicable appendices and exhibits, neither party is relying on any representation that is not specified in this Agreement. Additional or different terms in any written communication from the City (such as a purchase order) are void. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

45. INUREMENT:

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

46.   FORCE MAJEURE:

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

47.   SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

48.   COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

49.   ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Written communications, including notices to the receiving party's designated representative, are to be sent to the address (physical, e-mail or facsimile) specified in an applicable Statement of Work. The parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and Consultant. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

50. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

51. DEFINITIONS:

Enterprise – any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the Enterprise located in the United States. With regards to the City, Enterprise shall mean the City and County of Denver.

Materials – literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that Consultant may deliver to the City as part of a Service. The term "Materials" does not include programs, machine code, or other items available under their own license terms or agreements.

Service – performance of a task, assistance, support, or access to resources (such as an information database) that Consultant makes available to the City.

52. MATERIALS OWNERSHIP AND LICENSE:

The Statements of Work in Exhibits A-1, A-2, and A-3 will specify Materials to be delivered to the City. IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Materials. Consultant grants the City an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within the City's Enterprise only) copies of Materials.

Consultant or its suppliers retains ownership of the copyright in any of Consultant's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to the City, if any, or otherwise as Materials.

Each party agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

53. CITY RESOURCES:

If the City is making available to Consultant any facilities, software, hardware or other resources in connection with Consultant's performance of Services, the City agrees to obtain any licenses or approvals related to these resources that may be necessary for Consultant to perform the Services and develop Materials. Consultant will be relieved of its obligations that are adversely affected by the City's failure to promptly obtain such licenses or approvals. The City agrees to reimburse Consultant for any reasonable costs and other amounts that Consultant may incur from the City's failure to obtain these licenses or approvals.

Unless otherwise agreed in a Statement of Work, the City is responsible for i) any data

and the content of any database the City makes available to Consultant in connection with a Service under this Agreement, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery of the database and any stored data.

Consultant's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by the applicable Statement of Work to the particular Services (which prevail over the terms of any separate confidentiality agreements) and subject to the Limitation of Liability and other terms in this Agreement.

54.   WARRANTY FOR CONSULTANT SERVICES:

Consultant warrants that it performs each Consultant Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement or a Statement of Work. The City agrees to provide timely written notice of any failure to comply with this warranty so that Consultant can take corrective action.

Extent of Warranty. THIS WARRANTY IS THE CITY'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

Items Not Covered by Warranty. Consultant does not warrant uninterrupted or error- free operation of any Service or that Consultant will correct all defects. Unless otherwise specified in a Statement of Work, Consultant provides Materials and non-Consultant Services WITHOUT WARRANTIES OF ANY KIND. However, non-Consultant suppliers may provide their own warranties to the City.

55.   DISPUTE RESOLUTION:

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out

of this Agreement or any transaction under it and all respective rights related to any such action lapse.

56.   GENERAL PRINCIPLES:

a.   Neither party grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.

b.   The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Service under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

c.   This Agreement and any transaction under it do not create an agency, joint venture, or partnership between the City and IBM. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

d.   Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. The rights and licenses granted to the City under this Agreement may be terminated if the City fails to fulfill its applicable payment obligations.

e.   The City authorizes the Consultant and its subsidiaries (and their successors and assigns, contractors and Consultant business partners) to store and use the City's business contact information wherever they do business, in connection with Consultant products and Services or in furtherance of Consultant's business relationship with the City.

f.   No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is Consultant responsible for any third party claims against the City except as described in Section 18 (Intellectual Property Protection) and Section 19 (Defense and Indemnification) above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which Consultant is legally liable to that third party.

g.   The City is responsible for selecting the Services that meet its needs and for the results obtained from the use of the Services, including the City's decision to implement any recommendation concerning the City's business practices and operations.

h.   Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

i. Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.

International Business Machines Corporation (IBM)
IBM Maximo & TRIRIGA Implementation Phases 2-5 and Hosting Services
Contract Number 201628452-00

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j.   As reasonably required by Consultant to fulfill its obligations under this Agreement, the City agrees to provide Consultant with sufficient and safe access (including remote access) to the City's facilities, systems, information, personnel, and resources, all at no charge to Consultant. Consultant is not responsible for any delay in performing or failure to perform caused by the City's delay in providing such access or performing other City responsibilities under this Agreement.

57.   DISPUTE RESOLUTION PROCEDURE:

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.

1. When a conflict arises between the City and Consultant, the project team member(s) will first strive to work out the problem internally.
2. Level 1: If the project team cannot resolve the conflict within two (2) working days, the City Project Manager and Consultant Project Manager will meet to resolve the issue.
3. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the City Executive Sponsor will meet with the Consultant Project Executive to resolve the issue.
4. Level 3: If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in the applicable Statement of Work.
5. If the conflict remains unresolved after Level 3 intervention, then except for the termination of the applicable Statement of Work, either party may resort to its other available remedies or terminate the applicable Statement of Work. If the conflict is addressed by termination, the City agrees to pay Consultant for a) all Services Consultant provides and any products and Materials IBM delivers through termination, and b) all expenses Consultant incurs through termination.
6. During any conflict resolution, Consultant agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The City agrees to pay invoices per the applicable Statement of Work and the Agreement relating to items not in dispute.

[SIGNATURE PAGE FOLLOWS]

International Business Machines Corporation (IBM)
IBM Maximo & TRIRIGA Implementation Phases 2-5 and Hosting Services
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Contract Control Number:

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:

                                                  By_____

By_____

                                                  By_____

Contract Control Number: PLANE-201628452-00

Contractor Name: INTERNATIONAL BUSINESS MACHINES CORP

By: _____

Name: _BRENT HINKSTON_____
     (please print)

Title: _CLIENT EXECUTIVE_____
     (please print)

ATTEST: [if required]

By: _____

Name: _____
     (please print)

Title: _____
     (please print)

Appendix 1

Federal Aviation Administration Required Contract Provisions

As used in these Contract Provisions, "Sponsor" means The City and County of Denver, Department of Aviation, and "Contractor" or "Consultant" means the Party of the Second Part as set forth in Contract Number PLANE 201628452-00

A.   Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes contractor's subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B.   Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

C.   FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D.   OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

IBM Global Business Services

Statement of Work

for

Maximo and TRIRIGA Enhancements Phases 2-5 Implementation Services

Prepared for:

Denver International Airport (DIA)

27 September 2016

Prepared by:

IBM Global Business Services
6710 Rockledge Drive
Bethesda, MD   20817

Table of Contents

1. Overview and Approach

IBM Corporation, through its Global Business Services Public Sector – US Federal division (IBM), is pleased to present this Statement of Work (SOW) for Phase 2-5 enhancements to DIA's proprietary systems Maximo and Tririga. This SOW consists of consulting services for Maximo Scheduler and TRIRIGA Facility Condition Assessment (FCA) (Phase 2), Maximo Linear Assets and Inventory Insights (Phase 3), Maximo OPTIM, Predictive Quality Maintenance (PMQ), Maximo Anywhere (Phase 4), and Maximo V8 or current version Upgrade services (Phase 5) and estimated prices.

It is DIA's and IBM's goal to implement a base process and application for Maximo Scheduler and TRIRIGA's FCA module.

This Statement of Work is between DIA (also called the "Customer", "you", and "your") and IBM and will be governed by the terms and conditions of the agreement identified in the signature block of this SOW (the "Agreement").

1.1 IBM's Approach

The IBM approach is to work with DIA as one team. We will work alongside your designated team members to achieve the goals of this project and this SOW (Phases 2-5). The objective is to facilitate the transfer of knowledge between the participants without disrupting the day-to-day responsibilities of the project team. IBM will use the standard Project Methodology as was demonstrated with the successful Phase 1 Maximo 7.5 Re-Implementation project to implement for all Phases 2-5.

1.2 IBM Assets and Intellectual Capital

Among IBM's great strengths are the capabilities and experience of its people and teams. Our professionals have worked on complex projects ranging from multiple systems integration, to business process reengineering, to the deployment of the newest products and technologies. IBM values this knowledge and experience. We have a process to capture, manage and leverage this intellectual capital across the globe. The result is a networked community of professionals who can create, share, and build upon knowledge across time and distance. The potential benefits include reuse of intellectual capital to shorten cycle times and leverage innovation and creativity.

2. Statement of Work (SOW)

The following sections describe IBM's Proposal, to include Project Scope, Assumptions, IBM Responsibilities and Deliverables, Completion Criteria, and DIA responsibilities.

Changes to this SOW will be processed in accordance with the procedure described in Appendix A-1 Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and the Agreement.

The following are incorporated in and made part of this SOW:

- Appendix A – Project Procedures
- Appendix B – Deliverable Materials Guidelines

In entering into this SOW, DIA is not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this SOW. This SOW, its Appendices, and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications.

2.1 Project Scope

Under this SOW, IBM will conduct design workshops, configure the applications, perform testing, train DIA staff, support deployment, and provide post-implementation support for the Maximo Scheduler and TRIRIGA FCA implementations. For the TRIRIGA FCA work, IBM will configure the Operations module and enable FCA functionality for each of the facility/building asset classes currently in DIA's Maximo system. Additionally, after the conclusion of Phase 2, the IBM team and DIA team will conduct a discovery and requirements gathering workshop to verify Phase 3 requirements and scope. This requirements workshops will verify each Phase scope and requirements before the start of each respective Phase (3-5).

2.2 Key Assumptions

This SOW and IBM's estimates for Phases 2-5 are based on the following key assumptions, and those listed in the activities in Section 2.3 - IBM Responsibilities, if any. Deviations that arise during the proposed project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time and materials basis using IBM's standard rates in effect at such time for any resulting additional work or waiting time. If an assumption deviation is not resolved through Appendix A-1 Project Change Control Procedure within 30 days then the issue will be resolved in accordance with Appendix A-3 Escalation Procedure.

- Work under this SOW will be performed at DIA facilities in Denver, Colorado except for any project related activity which IBM determines would be best performed on IBM premises in order to complete its obligations and responsibilities under this SOW. Such activity will be billable to DIA. The majority of Maximo Scheduler work will be performed remotely.
- IBM will provide the Services under this SOW during normal business hours, 8:00 AM to 5:00 PM Monday through Friday, except DIA holidays. If necessary, DIA will provide after-hours access to DIA facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
- DIA will provide access to the current DIA systems and environments as necessary to perform work outlined in this SOW.
- DIA will provide access to key personnel during the implementation timeline as described in the schedule to provide assistance and access to existing systems.
- Barring events outside of IBM's control such as voluntary resignation, death or leave of absence of employees, IBM resources will not be replaced until the tasks the resource has started are complete or with the express written agreement of DIA, such agreement not to be unreasonably withheld or delayed.
- IBM will provide staff with the appropriate skills and experience. If any of IBM's staff fails to perform as required, IBM will make suitable additional or alternative staff available.
- If tasks scheduled by DIA are not completed as per the agreed upon schedule at project start, the material affect to the project time and cost will be the collective time delay of all the IBM resources in addition to the subsequent propagated scheduling delays caused by initial delay. The collective cost and updated project plan will be provided to DIA and DIA will be responsible for this cost impact.
- DIA will acquire licenses for TRIRIGA FCA and Maximo Scheduler software and Subscription and Support ("S&S" software maintenance) under a separate agreement with IBM.
- DIA will ensure the Maximo system is fully tested, validated and approved by their user population
- DIA will work with the IBM support organization and submit a Problem Management Report (PMR) for functional issue resolution when needed.
- DIA is responsible for making the go / no-go decision for the final LIVE upgrade iteration. Any delay to the agreed upon schedule may result in additional costs which will be addressed thorough the Project Change Control Procedure (App A-1).
- Historical facility condition assessment data migration is not in scope

- All assets will be in Maximo prior to facility condition assessment project start. All asset locations are in DIA's BIM and all BIM data will be loaded into Maximo prior to facility condition assessment project start.
- No new business objects will be configured or new workflows will be configured for the TRIRIGA FCA implementation. IBM is implementing base configuration TRIRIGA facility condition assessment functionality.
- IBM will make every effort to upgrade the source database provided, but ultimately cannot be held responsible for corrupt, invalid or missing data. DIA is responsible for any data errors encountered during the upgrade process that may be unrecoverable, or that cause the estimated level of effort to upgrade the database to increase.
- DIA agrees that their source database schema configuration will not be changed or altered during the execution of the project. Any changes made to the source database schema structure by client's Maximo Administrator or DBA during project execution may cause the level of effort to increase.
- BIM Drawings and Diagrams as part of the FCA is out of scope and will not be included as part of this project.
- DIA has installed or will install IBM Maximo Integrators for TRIRIGA.
- The following specific technical items are considered out of scope:
    o Configuration of Maximo for HTTPS (SSL) Encryption
    o LDAP Authentication and/or Single Sign On (SSO) configuration
    o Setup of Maximo in a Fault Tolerant or Disaster Recovery scenario
    o Configuration of Maximo for public (internet based) users outside client's external firewall
    o Configuration of the target Maximo with third party reporting tools such as Cognos, Crystal Business Objects.
    o Setup & configuration of formal concurrent user load test simulation using Rational, Load Runner or similar tools

    Note: The above items can optionally be incorporated into this project through the PCR (Project Change Request) process detailed in Appendix A-1.
- DIA will have Linear Asset Data in good condition
- Maximo Anywhere will be out of the box configuration with up to 5 simple customizations such as add/hide fields on the screen for each mobile application
- The Maximo 8.0 upgrade will involve no reengineering, only retraining to the new processes
- Before each Phase, both IBM and DIA will verify scope and use PCR process if more scope is needed
- IBM will assist DIA's QA team in resolving issues and provide adhoc training if necessary

2.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

2.3.1 Project Management

IBM will provide project management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and management of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.

In this activity, IBM will perform Services which consist of the following tasks:
- Review the SOW and the contractual responsibilities of both parties with the DIA Project Manager
- Maintain project communications through the DIA Project Manager
- Obtain and provide information, data, and decisions within five (5) working days of DIA's request unless DIA and IBM agree in writing to a different response time

- Prepare, communicate and maintain the IBM Project Schedule via Microsoft Project (.mpp) which defines the activities, tasks, assignments, milestones, deliverables, risks (risk impacts and schedule impacts), roles and estimates for performance of this SOW and communicate status (accomplishments, next steps, risks, issues, action items and other items of note) and schedule weekly to DIA Project Manager
- Review project tasks, schedules, and resources and make changes or additions, as appropriate via Appendix A-1: Project Change Control Procedures. Measure, communicate, and evaluate progress against the IBM Project Schedule with the DIA Project Manager and DIA Project Team.
- Work with the DIA Project Manager to address and resolve deviations from the IBM Project Schedule
- Review the IBM standard invoice format and billing procedure to be used on the project
- Conduct regularly (weekly) scheduled project status meetings and if necessary web meetings
- Administer the Project Change Control Procedure with the DIA Project Manager
- Coordinate and manage the technical activities of IBM project personnel
- Maintain an issue log which tracks issues raised and their resolution including the establishment of urgency and escalation criteria
- Manage all IBM resources, productivity, deliverables, and quality
- In the event issues or defects are encountered during the course of this SOW, the IBM PM will assist DIA with the submission and management of product issues or defects that DIA submits to IBM under the terms of DIA's Subscription and Support software maintenance agreement with IBM
- Produce status meeting minutes (notes) of proceedings and decision summary made in meetings and workshops

Completion Criteria: This activity will be complete when IBM has satisfied the completion criteria for the remaining activities in Section 2.3 - IBM Responsibilities.

Deliverable Materials:
- Weekly Status Reports (Risk List, Action List, Issue Log)
- Weekly Updated Project Schedule

2.3.2 TRIRIGA FCA Design

The objective of this activity is to define DIA facility condition assessment requirements to enable TRIRIGA FCA functionality.

In this activity, IBM will perform Services which consist of the following tasks:
- Conduct requirements gathering workshops
- Perform gap analysis relative to baseline FCA functionality
- Develop functional and technical design for the TRIRIGA Operations module, the FCA functionality, and for the TRIRIGA integration with Maximo.

Completion Criteria: This activity will be complete when IBM has delivered the TRIRIGA FCA Functional Design Document and it is approved by the DIA Project Manager per the deliverables acceptance procedure in Appendix A–2.

Deliverable Materials: TRIRIGA FCA Functional Design Document

2.3.3 QA Team Introduction to TRIRIGA

The objective of this activity is to provide up to 1 week of TRIRIGA training to the DIA QA team so that they are familiar enough with the tool to create coherent test plans.

In this activity, IBM will perform the following tasks:
1. Provide a resource for up to 1 week of TRIRIGA training.

Completion Criteria: This activity will be complete once IBM has provided the TRIRIGA training support as noted above.

Deliverable Materials: None

2.3.4 Integration Workshop

The objective of this activity is to provide assistance in developing a Maximo to TRIRIGA integration.

In this activity, IBM will perform the following tasks:
1. Provide up to 4 weeks Maximo of Integrator work. This will include a 4 day Maximo to TRIRIGA integration workshop and the development of an Integration Configuration Design Document deliverable.

Completion Criteria: This activity will be complete once the Integration Configuration Design Document is delivered to and approved by the DIA Project Manager per the deliverables acceptance procedure in Appendix A–2.

Deliverable Materials: Integration Configuration Design Document

2.3.5 TRIRIGA FCA Configuration

This phase includes the configuration of the application, integration between Maximo and TRIRIGA, and data migration. IBM will prepare a functionally complete version of the application, perform the TRIRIGA integration related activities, and validate data migration.

During this activity, IBM will perform Services which consist of the following tasks:

- Configure the TRIRIGA Portfolio and FCA Module according to the TRIRIGA Functional Design Document
- Provide a TRIRIGA Integration Consultant who will perform the TRIRIGA integration related activities
- Build required reports. IBM will modify four "out-of-the-box" reports. Each modified report is subject to two iterations of adjustment at which point they will be considered complete and accepted by DIA.
- Advise DIA on data migration, validation, and integration, as needed
- Promote the completed application into a test environment

Task Specific Assumptions:
- IBM will load location, assets, and people data, from Maximo, as necessary, into the TRIRIGA portfolio for the FCA
- DIA will have sole responsibility for data validation, cleansing, formatting, and performing the integration work required within Maximo
- The DIA Integration Team will provide a subject matter expert during this task to assist and gain knowledge transfer for the Maximo and TRIRIGA Integration. This task is dependent upon full cooperation with the DIA Integration Team and the TRIRIGA FCA Integration Consultant.

Completion Criteria: This activity will be complete once IBM promotes the completed application into DIA's test environment.

Deliverable Materials: None

2.3.6 Maximo 7.5 Scheduler Workshops and Configurations

The objective of this activity is to assist and define DIA scheduling and planning requirements via use of Maximo Scheduler. The IBM Maximo consultant will assist DIA with achieving following:

- Define required data for the usage of Maximo Scheduler e.g., Crews, Crew Schedules.
- View and schedule work orders and tasks in a Gantt chart
- View and manage resource load and availability for optimal resource usage
- Identify and mange critical activities through critical path method
- Manage dependencies between work orders, crews and tasks
- View and manage work schedules, progress toward completion targets, and dynamically adjust the schedule based on resource availability

In each of the areas listed in this activity, IBM will perform the following tasks:

- Capture any issues discovered via workshops in the planning or scheduling process and communicate them to the IBM and DIA Project Managers
- Document the requirements captured during the Maximo Scheduler workshops
- Produce a configuration document which accounts for Maximo Scheduler configurations and processes captured during the workshops

Task Specific Assumption:

- IBM will lead this activity but must have access to DIA subject matter experts in order to accomplish this task.

Completion Criteria: This activity will be complete once the Maximo Scheduler Requirements and Configuration documents are delivered to and approved by the DIA Project Manager per the deliverables acceptance procedure in Appendix A–2.

Deliverable Materials:

- Maximo Scheduler Requirements Document
- Maximo Scheduler Configuration Document

2.3.7 Testing Support of Maximo Scheduler and TRIRIGA FCA

The objective of this activity is to support DIA during User Acceptance Testing (UAT) to validate that the Maximo application suite and TRIRIGA FCA will function as designed when the systems are activated for production use. Testing will include:

- Assist DIA with data validation
- Assist the DIA Quality Assurance (QA) testing team with UAT

During this activity, IBM will perform the following tasks:

- Provide one (1) FTE to support the DIA QA testing team for the duration of this task
- Assist the DIA QA testing team with the development of test plans, test schedules and if necessary the development of new test cases. The DIA QA team is overall responsible for UAT success.
- IBM and DIA will evaluate test results and the nature of any open issues and whether corrective actions need to be taken with the software or through user education
- If a test scenario does not meet specifications, IBM will propose corrective actions for those items that are configurable within the respective software applications. Based on approval of

those actions by the DIA Project Manager, IBM will perform appropriate software configurations and schedule a repeat of the test for the specific test scenario.
- IBM will provide the test scripts that we use for TRIRIGA FCA system testing, to the DIA QA test team, prior to the start of UAT

Task Specific Assumptions:
- Any extra software needed for testing (e.g., Load Runner) will not be provided by IBM but by the DIA QA testing team
- IBM cannot ensure specific performance levels based on variables outside of our control such as hardware failure, storage configuration or failures, available network bandwidth & latency, quality of data, middleware (operating system, database) failure or issues that require patching or fix packs of third party non-IBM systems
- DIA is responsible for DIA data and any data cleansing efforts or validation

Completion Criteria: This activity will be complete when DIA users have accepted the system.

Deliverable Materials: None

2.3.8 Training

IBM conducts Train the Trainer classes.

In this activity, IBM will perform the following tasks:
- Conduct train the trainer Maximo Scheduler classes
- Conduct TRIRIGA FCA train the trainer classes for up to 20 DIA trainers

Task Specific Assumptions:
- Proposed trainers must possess basic Internet and Microsoft Windows navigation skills and have previously used Microsoft Word and Excel or other similar programs
- Proposed trainers should have previous training experience (preferably 2 years or more)
- Proposed trainers should have an understanding of facility management and capital planning concepts and terminology

Completion Criteria: This task will be complete once the classes are conducted and five TRIRIGA FCA printed User Guides and one TRIRIGA FCA System Administrator Guide are delivered to and approved by the DIA Project Manager per the deliverables acceptance procedure in Appendix A–2.

Deliverable Materials: Five TRIRIGA FCA printed User Guides, One TRIRIGA FCA System Administrator Guide.

2.3.9 TRIRIGA FCA Deployment
The objective of this activity is to deploy a production version of the TRIRIGA FCA at DIA. This activity is composed of the following tasks:
- Create a "go-live" cutover checklist for use during application installation
- DIA installs the configured application into the production environment
- IBM provides one full data load into the production application
- Correct or provide a work-around for any errors or problems identified by IBM during installation and cutover
- Complete the cutover checklist items with DIA and provide assistance to DIA with cutover of the application to a production environment
- Assist DIA with completion of DIA's readiness checklist items

Completion Criteria: This activity will be complete when the Go-live cutover checklist is completed and system is live in production.

Deliverable Materials: None

2.3.10 Post-implementation Support

The objective of this activity is to provide on-call technical support for up to thirty (30) calendar days after production go-live.

In this activity, IBM will perform the following tasks:
1. Provide post-implementation support consisting of answering questions for the DIA help desk personnel
2. Provide knowledge transfer and mentoring to DIA help desk personnel and system administrators on the process of issue identification, research, and resolution

Note: The Maximo resources will provide dedicated, on-call support to DIA for duration up to thirty (30) days after go-live. DIA will be charged eight (8) hours minimum per day for this resource and service. Services may be provided remotely or on site based on mutual agreement.

Completion Criteria: This activity will be complete once IBM has provided technical support as noted above.

Deliverable Materials: None

2.3.11 (Phase 3) Maximo Linear Assets and Inventory Insights

The objective of this activity is to implement Maximo Linear Assets and Inventory Insights.
This activity is composed of the following tasks:
Maximo Linear Assets
- Conduct workshop to define Feature set
- Assist with Linear Referencing Data
- Develop Proof of Concept (POC)
- Develop Train the Trainer Documentation
- Conduct a Train the Trainer training session for up to 15 students
- Assist in rollout

Inventory Insights
- Install Software
- Assist with defining KPI
- Conduct an Inventory Insights Materials and Purchasing Staff training session for up to 15 students

Completion Criteria: This activity will be complete once IBM has developed a Maximo Linear Assets POC demo, conducted a Maximo Linear Assets Train the Trainer Training session for up to 15 students, installed Inventory Insights, and conducted an Inventory Insights Materials and Purchasing Staff training session for up to 15 students.

Deliverable Materials:
Maximo Linear Assets:
- Linear Data Collection Definitions Document
- Linear Train the Trainer Training Document
- Linear POC Demo Materials
Maximo Linear Assets:

- Inventory Insights KPI Definition Document
- Inventory Insights Materials and Purchasing Training Document

2.3.12 (Phase 4) Maximo Optim, Predictive Maintenance Quality, and Mobile Maximo Anywhere

The objective of this activity is to implement Maximo Optim, Predictive Maintenance Quality (PMQ), and Maximo Anywhere.

This activity is composed of the following tasks:

Maximo Optim

- Install Software
- Conduct a Optim user training session for up to 15 students
- Assist with object definition

Predictive Maintenance Quality (PMQ)

- Conduct Workshop on IoT
- Develop POC for Passenger Bridges
- Provide PMQ training as necessary (Jim Young adhoc training)

Maximo Anywhere

- Install Maximo Anywhere in DEV
- Install Maximo Anywhere in TEST
- Install Maximo Anywhere in PROD
- Configure Anywhere Applications
- Perform up to 5 simple customizations such as add/hide fields on the screen for each mobile application

Completion Criteria: This activity will be complete once IBM has installed Maximo Optim, conducted an Optim user training session for up to 15 students, conducted an IoT workshop, developed a PMQ POC for Passenger Bridges, Installed Maximo Anywhere in PROD, and configured Maximo Anywhere including up to 5 simple customizations such as add/hide fields on the screen for each mobile application.

Deliverable Materials:

Maximo Optim

- Maximo Optim Object Definition Document
- Maximo Optim Training Document

PMQ

- IoT Workshop Document
- PMQ Passenger Bridge POC Document

Maximo Anywhere

- Maximo Anywhere 7.6 DEV Field Certificate Form
- Maximo Anywhere 7.6 TEST Field Certificate Form
- Maximo Anywhere 7.6 PROD Field Certificate Form
- Maximo Anywhere 7.6 Application Installation Guide
- Maximo Anywhere 7.6 Application Configuration Document

2.3.13 (Phase 5) Maximo 8.0 Upgrade

The objective of this activity is to Upgrade Maximo to version 8.0 (or current version) in iterations of Trial Run, Dry Run and Go Live.

This activity is composed of the following tasks:

- Perform Trial Database Upgrade (offsite)

- Perform Maximo Product Installation (DEV environment)
- Maximo 8.0 (or current version) Installation of Upgraded Database (DEV environment)
- Perform Maximo Product Installation (TEST & TRAIN environments)
- Maximo 8.0 (or current version) Installation of Upgraded Database (TEST & TRAIN environments)
- Perform Dry Run Upgrade (offsite)
- Perform Maximo Product Installation (PROD environment)
- Maximo 8.0 (or current version) Installation of Upgraded Database (PROD environment)
- Perform LIVE (Production) Upgrade (offsite)
- Provide adhoc assistance to the Cloud team and DIA infrastructure team as necessary
- Support the QA and DIA Testing team with functional defects

Completion Criteria: This activity will be complete when the IBM has performed the LIVE Production Upgrade to Maximo 8.0 or current version.

Deliverable Materials:

The following deliverables will be similar as to the process in Phase I V7.5 upgrade successful project. We will work in conjunction with the IBM cloud services team and DIA infrastructure team to produce the following work products and deliverables:

- IBM Maximo Trial Database Upgrade Tracking Log
- DEV Environment Maximo Field Certification Document
- Upgraded DEV Maximo Field Certification Document
- TEST Environment Maximo Field Certification Document
- TRAIN Environment Maximo Field Certification Document
- Upgraded TEST Environment Maximo Field Certification Document
- Upgraded TRAIN Environment Maximo Field Certification Document
- IBM Maximo Dry Run Upgrade Tracking Log
- PROD Environment Maximo Field Certification Document
- Dry Run Upgraded PROD Maximo Field Certification Document
- IBM Maximo LIVE Upgrade Tracking Log
- Go Live Run PROD Upgraded Maximo Field Certification Document

2.4 DIA Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of DIA management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by DIA, as represented in the IBM project schedule. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.4.1 DIA Project Manager

Prior to the start of this SOW, DIA will designate a person (the "Project Manager") who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of DIA in all matters regarding this project. The DIA Project Manager's responsibilities include:

a. Manage DIA personnel and responsibilities for this assessment
b. Serve as the interface between IBM and all DIA departments participating in the project
c. Administer the Project Change Control Procedure with the IBM Project Manager
d. Participate in project status meetings
e. Obtain and provide information, data, and decisions within five (5) working days of IBM's request unless DIA and IBM agree in writing to a different response time. Review deliverable

Materials submitted by IBM in accordance with Appendix A-2 Deliverable Materials Acceptance Procedure

f. Resolve and/or communicate need for project change control procedures to address deviations from the estimated schedule, which may be caused by DIA

g. Help resolve project issues and escalate issues within DIA's organization, as necessary

h. In the event issues or defects are encountered during the course of this statement of work, DIA will submit product issues and manage these issues or defects under the terms of DIA's Subscription and Support software maintenance agreement with IBM using the IBM Service Request (SR) application.

i. Review with the IBM Project Manager any of DIA's invoice or billing requirements or any requirements that deviate from IBM's standard invoice format or billing.

j. Provide access to the current Maximo system and environment to perform an analysis of the existing design.

k. Provide a network login ID with supervisor, administrator or equivalent access to the network and server (or) provide the IBM consultants with a system administrator or database administrator (DBA) to allow this type of access when required.

l. In the event of deviation, an estimated effort will be provided and will be managed through the Project Change Control Procedure in Appendix A-1.

2.4.2 Other Responsibilities

DIA agrees to:
- Ensure that the appropriate DIA personnel are made available by the DIA organization to provide such assistance as IBM reasonably requires, as well as any members of its staff to enable IBM to provide the Services. This will include:
    i. Manager(s) of the support operation
    ii. Lead support analyst(s)
    iii. Database, network, and operating systems administrator(s)
    iv. Maximo and DIA facility Subject Matter Experts (SME's)

b. Supply all prerequisite hardware and software to be used during the performance of this SOW. Validate that the target system hardware and software for Maximo 7 meets IBM minimum requirements and sufficient disk space is supplied to install the software and upgraded database. Maximo 7.5 system platform requirements can be found at this URL:
http://www-1.ibm.com/support/docview.wss?rs=3214&context=SSLKT6&q1=platform+matrix&uid=swg27014419&loc=en_US&cs=utf-8&lang=en

c. Provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Services, in particular secretarial support, supplies, furniture, computer facilities, telephone/fax communications, remote VPN access, and high speed internet connectivity. The IBM project team will be located in an area adjacent to DIA's subject matter experts and technical personnel, and all necessary security badges and clearance will be provided for access to this area. DIA will be responsible for ensuring that it has appropriate backup, security and virus-checking procedures in place for any computer facilities DIA provides or which may be affected by the Services;

d. Make staff available to provide such assistance as IBM requires and that IBM is given access to DIA's senior management, as well as any members of its staff to enable IBM to provide the Services according to the mutually accepted project plan. DIA will provide staff that has the appropriate skills and experience as defined by the Project Control Document. If any of DIA's staff fails to perform as required, DIA will make suitable additional or alternative staff available.

e. Provide all information and materials required to enable IBM to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by DIA or their representative.

f. DIA will be responsible for the review and evaluation of the IBM recommendations as well as all final decisions and implementations relating to, or resulting from, the IBM recommendations contained in the deliverable Materials

g. DIA will be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect DIA's existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. DIA is solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect DIA's business and any actions DIA may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products.

h. DIA will obtain any necessary consent and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. DIA also agrees that with respect to data that is transferred or hosted outside of the United States, DIA is responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data.

i. Before making available any facilities, software, hardware or other resources, DIA will obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services and develop Materials. IBM will be relieved of its obligations that are adversely affected by DIA's failure to promptly obtain such licenses or approvals. DIA agrees to reimburse IBM for any reasonable costs and other amounts, including costs of litigation and settlements that IBM may incur from DIA's failure to obtain these licenses or approvals.

j. DIA will be responsible for any data and the content of any database DIA makes available to IBM in connection with a Service, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery and integrity of the database and any stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel. IBM's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by the terms of this SOW, including the referenced Agreement and applicable Attachments (which prevails over the terms of any separate confidentiality agreements) and subject to the Limitation of Liability and other terms in the Agreement.

k. Any delay or idle time attributed to DIA, including but not limited to dependencies, prerequisites, acceptance of deliverable Materials, data migration, data provisioning, data cleansing, availability of hardware and software as per project plan, or availability of infrastructure including data center, at any stage of the Services, will be managed through the Project Change Control Procedure in Appendix B-1.

l. DIA will develop the end user training plan, materials, and provide training for the DIA end users.

m. DIA will have sole responsibility for data validation, cleansing, formatting, and performing the TRIRIGA FCA related integration work required within Maximo.

2.4.3 Data File Content and Security

DIA is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data, except that IBM shall take reasonable care to prevent loss of content or data while performing services covered by this statement of work.

2.5 Deliverable Materials

IBM will deliver one copy of each of the following Materials. The content of each deliverable Material is described in Appendix B – Deliverable Materials Guidelines.

1. Weekly Status Reports (Para 2.3.1)
2. Weekly Updated Project Schedule (Para 2.3.1)
3. TRIRIGA FCA Functional Design Document (Para 2.3.2)
4. Integration Configuration Design Document (Para 2.3.4)

5. Maximo Scheduler Requirements Document (Para 2.3.6)
6. Maximo Scheduler Configuration Document (Para 2.3.6)
7. Five TRIRIGA FCA printed User Guides (Para 2.3.8)
8. One TRIRIGA FCA System Administrator Guide (Para 2.3.8)
9. Linear Data Collection Definitions Document (Para 2.3.11)
10. Linear Train the Trainer Training Document (Para 2.3.11)
11. Linear POC Demo Document (Para 2.3.11)
12. Inventory Insights KPI Definition Document (Para 2.3.11)
13. Inventory Insights Materials and Purchasing Training Document (Para 2.3.11)
14. Maximo Optim Object Definition Document (Para 2.3.12)
15. Maximo Optim Training Document (Para 2.3.12)
16. IoT Workshop Document (Para 2.3.12)
17. PMQ Passenger Bridge POC Document (Para 2.3.12)
18. Maximo Anywhere 7.6 DEV Field Certificate Form (Para 2.3.12)
19. Maximo Anywhere 7.6 TEST Field Certificate Form (Para 2.3.12)
20. Maximo Anywhere 7.6 PROD Field Certificate Form (Para 2.3.12)
21. Maximo Anywhere 7.6 Application Installation Guide (Para 2.3.12)
22. Maximo Anywhere 7.6 Application Configuration Document (Para 2.3.12)
23. IBM Maximo Trial Database Upgrade Tracking Log (Para 2.3.13)
24. DEV Environment Maximo Field Certification Document (Para 2.3.13)
25. Upgraded DEV Maximo Field Certification Document (Para 2.3.13)
26. TEST Environment Maximo Field Certification Document (Para 2.3.13)
27. TRAIN Environment Maximo Field Certification Document (Para 2.3.13)
28. Upgraded TEST Environment Maximo Field Certification Document (Para 2.3.13)
29. Upgraded TRAIN Environment Maximo Field Certification Document (Para 2.3.13)
30. IBM Maximo Dry Run Upgrade Tracking Log (Para 2.3.13)
31. PROD Environment Maximo Field Certification Document (Para 2.3.13)
32. Dry Run Upgraded PROD Maximo Field Certification Document (Para 2.3.13)
33. IBM Maximo LIVE Upgrade Tracking Log (Para 2.3.13)
34. Go Live Run PROD Upgraded Maximo Field Certification Document (Para 2.3.13)

2.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:
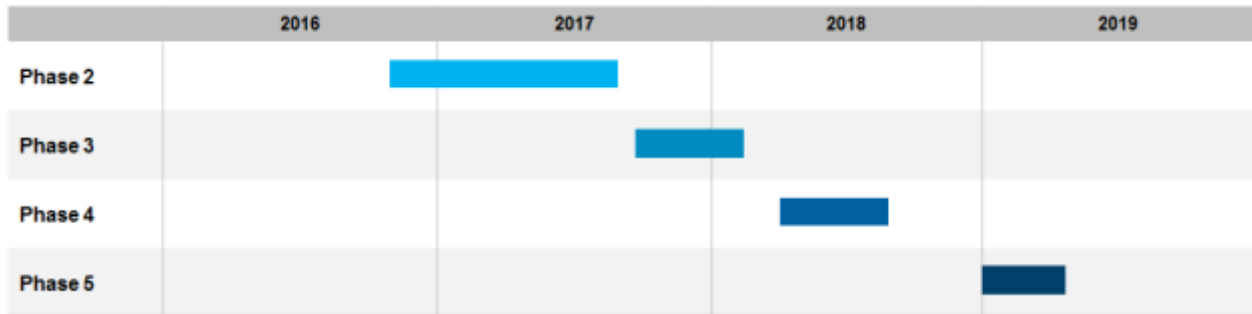
- IBM accomplishes the IBM activities described in Section 2.3 - IBM Responsibilities, including delivery to Client of the deliverable Materials described in Section 2.5 – Deliverable Materials; and upon DIA final acceptance or,
- IBM provides the number of estimated hours of Services specified in any subsequent Change Authorization or,
- Either of us terminates the project in accordance with the provisions of the Agreement.

2.7 Estimated Schedule

The Services will be provided between dates to be determined by both parties and currently estimated to be between December 1, 2016 ("Estimated Start Date") and November 30, 2021 ("Estimated End Date").
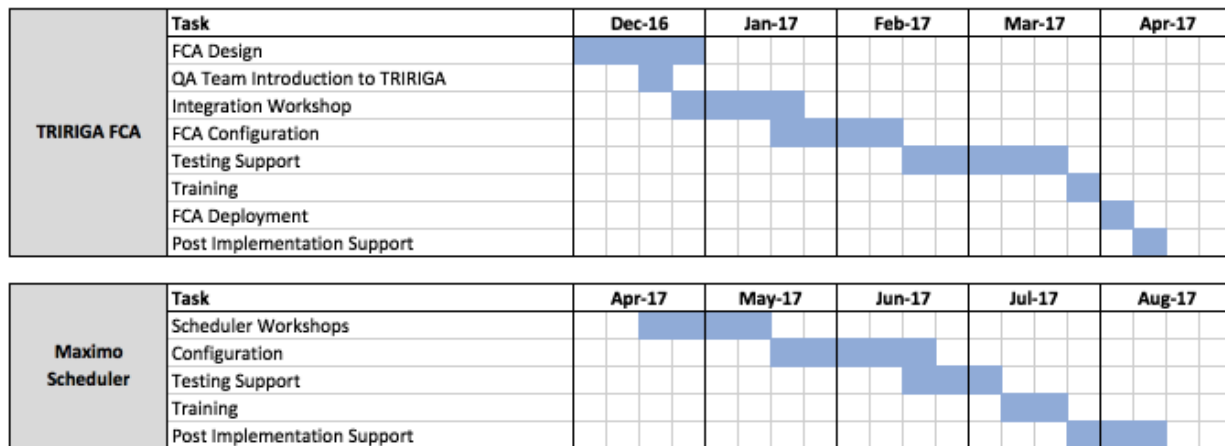
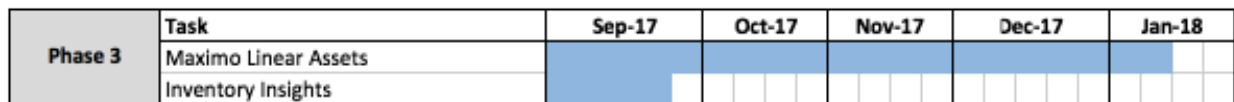## Figure 1.1: Estimated High-Level Project Schedule

	2016	2017	2018	2019
Phase 2				
Phase 3				
Phase 4				
Phase 5				

Phase 2

Figure 1.2: Estimated Phase 2 Project Schedule

	Task	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17
TRIRIGA FCA	FCA Design					
	QA Team Introduction to TRIRIGA					
	Integration Workshop					
	FCA Configuration					
	Testing Support					
	Training					
	FCA Deployment					
	Post Implementation Support					

	Task	Apr-17	May-17	Jun-17	Jul-17	Aug-17
Maximo Scheduler	Scheduler Workshops					
	Configuration					
	Testing Support					
	Training					
	Post Implementation Support					

Phase 3

Figure 1.3: Estimated Phase 3 Project Schedule

	Task	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Phase 3	Maximo Linear Assets					
	Inventory Insights					

Phase 4

Figure 1.4: Estimated Phase 4 Project Schedule

	Task	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18
Phase 4	Maximo Optim						
	Predictive Maintenance Quality (PMQ)						
	Maximo Anywhere						
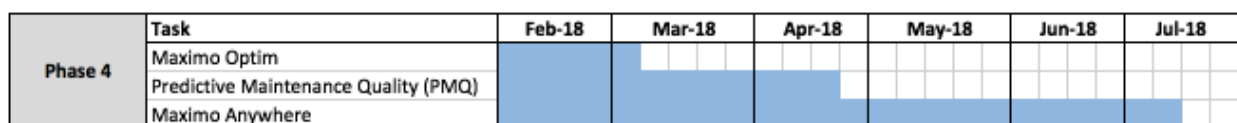
Phase 5

Figure 1.5: Estimated Phase 5 Project Schedule

Phase 5	Task	Jan-19	Feb-19	Mar-19	Apr-19
	Maximo Upgrade				

2.8 Charges

The Services will be provided on a fixed price basis in the amount of $2,647,223.71. This is exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

Purchase Orders will be provided to IBM for charges as described in this Charges Section 2.8, and are due prior to the performance of the Services and delivery of Materials. IBM will invoice DIA monthly for the Firm Fixed Price services and material provided over the period of performance according to the monthly amounts identified in Table 2.8-1, plus applicable taxes. IBM will also invoice monthly for actual expenses incurred which would include any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business related expense(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The City shall reimburse the Traveler for expenses based on rates published by the U.S. General Services Administration website www. gsa.gov and established IRS regulations.

Meals and Incidental Expenses (M&IE) are billed as per diem and IBM consultants will submit expenses without receipts based on state and local rates for Denver. Payment is due upon receipt of invoice, payable within 30 days. Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties. In the event of late payment, IBM reserves the right to suspend the provision of services and to charge interest on amounts overdue.

Phase 2

Table 2.8-1: Phase 2 Payment Schedule

	12/2016	1/2017	2/2017	3/2017	4/2017	5/2017	6/2017	7/2017	6/2017	Total
Total TRIRIGA	$143,422.91	$94,315.81	$108,192.12	$82,459.40	$46,947.60	$0.00	$0.00	$0.00	$0.00	$475,337.84
Total Maximo	$0.00	$0.00	$0.00	$0.00	$34,348.09	$77,777.59	$92,888.05	$67,541.21	$19,469.99	$292,024.93
Total	$143,422.91	$94,315.81	$108,192.12	$82,459.40	$81,295.69	$77,777.59	$92,888.05	$67,541.21	$19,469.99	$767,362.77
Estimated Travel	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$3,750.00	$63,750.00

Phase 3

Table 2.8-2: Phase 3 Payment Schedule

	09/2017	10/2017	11/2017	12/2017	01/2017	Total
Phase 3	$167,011.92	$116,044.53	$116,044.53	$142,770.96	$59,267.96	$601,139.90
Estimated Travel	$18,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$42,000.00

Phase 4

Table 2.8-3: Phase 4 Payment Schedule

	02/2018	03/2018	04/2018	05/2018	06/2018	07/2018	Total
Phase 4	$317,449.69	$242,460.66	$132,165.94	$111,375.96	$89,266.79	$45,048.43	$937,767.47
Estimated Travel	$20,000.00	$10,000.00	$8,000.00	$6,000.00	$4,000.00	$4,000.00	$52,000.00

Phase 5

Table 2.8-4: Phase 5 Payment Schedule

	01/2019	02/2019	03/2019	04/2019	Total
Phase 5	$149,714.37	$63,746.40	$63,746.40	$63,746.40	$340,953.57
Estimated Travel	$10,000.00	$4,000.00	$6,000.00	$4,000.00	$24,000.00

Neither DIA nor IBM shall be obligated in any manner with respect to this project until a written contract reflecting agreed upon terms and conditions is mutually executed.

2.9 Additional Terms and Conditions

2.9.1 Early Termination

- DIA may terminate this Statement of Work for any reason deemed appropriate in its sole discretion without prior notice. Such termination without prior notice shall be deemed a termination for convenience and shall not be represented by DIA as a breach of contract on the part of IBM.
- Either DIA or IBM may terminate this Statement of Work for cause in the event of a material breach of this SOW by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, or in a period of time as mutually agreed, then the party giving the notice may terminate the Statement of Work at any time thereafter by giving a written notice of termination.

2.9.2 Payment On Early Termination

In the event of termination under paragraph 2.9.1, Early Termination hereof, DIA shall pay IBM for work performed and approved expenses incurred in accordance with this SOW up to and including the termination date.

2.9.3 Remedies

- In the event of termination under paragraph 2.9.1, Early Termination, hereof, by DIA due to a breach by IBM, then DIA may complete the work either itself, by agreement with another contractor or by a combination thereof.
- The remedies provided to DIA under paragraph 2.9.2, Payment on Early Termination shall be as defined in the Agreement.
- In the event of breach of this SOW by DIA, then IBM's remedy shall be limited to termination of the SOW and receipt of payment as provided above in paragraph 2.9.2 Payment on Early Termination hereof.

2.9.4 Open Source Software

IBM may use open source software in connection with the software application Services provided under this SOW. Open source software is licensed and distributed to DIA by the open source software distributors and/or respective copyright and other right holders ("Right Holders") under the Right Holders' terms and conditions. IBM is neither a party to the Right Holders' license nor a distributor of the open source software and is performing the Services on DIA' behalf and based

upon DIA' specification. IBM does not provide any express or implied patent license or other license to open source software.   IBM uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software or any software or Material provided to DIA under this SOW that links to or interacts with such open source software. IBM will not indemnify DIA against any claim that open source software infringes a third party's intellectual property right nor will IBM be liable for any damages arising out of your use or distribution of open source software. Both of us agree that modification or creation of derivative works of open source software is outside the scope of this SOW. IBM represents, to the best of our knowledge and belief, that IBM will use no open source software on this project.

2.10 Invoicing and Payment

IBM will invoice DIA for services on a monthly basis, per the payment schedule in Section 2.8. Actual travel will be billed monthly as incurred. Payment terms are NET thirty (30) days from date of invoice. Payment shall be remitted to the following address:

Wire Transfer	IBM Corporation c/o PNC Bank – Lockbox 643584 500 First Avenue Pittsburgh, PA 15219
ABA Routing Number:	#043000096
Depositor Account:	1017305745

2.11 Validity

IBM's proposal shall remain valid until October 31, 2016, unless extended in writing by IBM.

2.12 Signature Acceptance

This SOW, its Appendices and the Agreement (or any equivalent agreement in effect between the parties) identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding the Services. In entering into this SOW, neither party is relying upon any representation that is not specified in this SOW or the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services and Materials ordered under this SOW are subject to it.

IBM agrees to provide the Services described in this SOW provided Customer accepts this SOW, without modification, by signing in the space provided below, on or before **October 31, 2016.**

Agreed to:		Agreed to:
Denver International Airport		International Business Machines Corporation
By:		By:
Authorized signature		Authorized signature
Title:		Title:
Name (type or print):		Name (type or print):
Date:		Date:
Customer number:		Referenced Agreement Name: IBM Maximo & TRIRIGA Implementation Phases 2-5 and Hosting Services Agreement
		Referenced Agreement number: PLANE-201628452-00
Customer address:		Statement of Work number:
		IBM Office Address:
Project Name:		
Estimated Start Date: December 1, 2016		
Estimated End Date: November 30, 2021		

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice DIA for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW and the Agreement
- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW

A - 2: Deliverables Materials Acceptance Procedure

Except for Weekly Status Reports, Intellectual Property Services Components, and code, each deliverable Material as defined in Appendix B – Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

- One (1) electronic draft of the deliverable Materials will be submitted to DIA Project Manager and DIA Project Team. It is DIA Project Manager's responsibility to make and distribute additional copies to any other reviewers
- Within five (5) business days of receipt, DIA Project Manager will either accept the deliverable Material or provide the IBM Project Manager a written (electronic or paper) list of requested revisions. If IBM receives no response from DIA Project Manager within five (5) business days, then the deliverable Material will be deemed accepted
- The IBM Project Manager will consider DIA's timely request for revisions, if any, within the context of IBM's obligations as stated in Appendix B – Deliverable Materials Guidelines.
- Those DIA revisions agreed to by IBM will be made and the deliverable Material will be resubmitted to DIA Project Manager and DIA Project Team, at which time the deliverable Material will be reviewed for acceptance in accordance with acceptance procedures
- Those DIA revisions not agreed to by IBM will be managed in accordance with Appendix A-1 Project Change Control Procedure
- Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3

A - 3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between DIA and IBM, the project team member(s) will first strive to work out the problem internally
- Level 1: If the project team cannot resolve the conflict within two (2) working days, DIA Project Manager and IBM Project Manager will meet to resolve the issue
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, DIA Executive Sponsor will meet with the IBM Project Executive to resolve the issue

- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A- 1
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, DIA agrees to pay IBM invoices not in dispute for a) all Services IBM provides and any Products and Materials IBM delivers through termination, b) the parties shall bear their own expenses and charges related to and through termination.
- During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. DIA agrees to pay invoices relating to items not in dispute per this SOW and the Agreement.

Appendix B: Deliverable Materials Guidelines

B - 1: Weekly Status Report

Purpose: IBM will provide Weekly Status Reports advising DIA Project Manager of the progress and status of IBM activities worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content: The report will generally consist of the following, as appropriate:
- Activities performed during the current reporting period
- Activities planned for the next reporting period
- Risk List
- Action Item List
- Issue Log
- Project change control summary
- Problems, concerns, and recommendations
- Other items of importance

Delivery: IBM will deliver one (1) copy of this document in electronic format.

B - 2: Project Schedule (Updated Weekly)

Purpose: IBM will provide a Weekly Updated Project Schedule advising the DIA Project Manager and DIA Maximo and TRIRIGA FCA Core Project Teams of the progress and status of IBM activities.

Content: The schedule will generally consist of the following, as appropriate:
- Scheduled Tasks
- Planned Hours
- Actual Hours
- Estimated Start/Completion Date
- Actual Start/Completion Date
- Roles required/Assigned Resources
- Milestones
- Deliverables

Delivery: IBM will deliver one (1) copy of this document in electronic Microsoft Project format.

B - 3: TRIRIGAFunctional Design Document

Purpose: The TRIRIGA Functional Design Document defines the customizations and configurations required in TRIRIGA to satisfy the requirements of the project. It is designed to provide a blueprint to guide the work necessary for configuration and testing. This document is created as a result of a gap analysis and/or design sessions and documents the functionality that deviates from the base application.

Content: This document will consist of the following, as applicable: project introduction, outstanding items and decision log, overview of changes, high level business requirements, process requirements, functional design requirements, reports design, portal design, usability requirements, data migration and integration requirements, configuration requirements, security design, and nonfunctional requirements. It will reflect the "as-built" design.

Delivery: IBM will deliver one (1) copy of this document in electronic format.

B - 4:   Integration Configuration Design Document

Purpose: The Integration Configuration Design Document defines the configurations required to build a Maximo to TRIRIGA integration. It is designed to provide a blueprint to guide the work necessary for configuration and testing. This document is created as a result of the Maximo to TRIRIGA integration workshop.

Content: This document will consist of the following, as applicable: overview of changes, high level business requirements, process requirements, functional design requirements, integration requirements, security design, and nonfunctional requirements. It will reflect the "as-built" design.

Delivery: IBM will deliver one (1) printed copy of this document

B - 5:   Maximo Scheduler Requirements Document

*Purpose***:** The Maximo Schedule Requirements Document provides functional requirements collected during client workshops.

*Content***:** The Requirements Document is a document that is used to verify that the system being built will satisfy the customer or business requirements. The Requirements Document outlines requirements identified during the workshops and design phase. It will reflect the "as-built" requirements.

*Delivery***:** IBM will deliver one (1) copy of this document in electronic format.

B - 6:   Maximo Scheduler Configuration Document

Purpose: The Maximo System Configuration Document is used to document the Maximo System Configuration that results from the requirements. The document is provided by IBM for completion by the DIA infrastructure administrator.

Content: The Maximo Configuration will capture:
- Maximo Scheduler configurations that meet DIA design workshop generated requirements
- Processes described during the workshops
- It will reflect the "as-built" configurations

Delivery: IBM will deliver one (1) copy of this document in electronic format.

B - 7:   TRIRIGAFCA Printed User Guides (Five)

Purpose: This document serves as an end-user guide that specifies how to make use of Tririga functionality to accomplish FCA work in the application

Content: This document provides a step-by-step, end-user view for using the FCA functionality

Delivery: IBM will deliver five (5) printed copies of this document

B - 8: TRIRIGAFCA System Administrator Guide (One)

Purpose: This document serves as a system administrator guide that specifies how to administer the Tririga platform and application module(s) deployed for DIA's FCA project

Content: This document provides content required to enable a system administrator to manage the Tririga platform and application module(s) deployed for DIA's project

Delivery: IBM will deliver one (1) printed copy of this document

B - 9: Linear Data Collection Definitions Document

Purpose: The purpose of the Linear Data Collection Definitions Document is to detail the Linear Data Collection definitions.

Content: This document, estimated to be up to 5-25 pages in length, will consist of the following, as appropriate:

- Linear Data Collection definitions

B - 10: Linear Train the Trainer Training Document

Purpose: The purpose of the Linear Train the Trainer Training Document is to provide electronic reference materials for each student that takes the Linear Train the Trainer Training Course.

Content: This document, estimated to be up to 10-25 pages in length, will consist of the following, as appropriate:

- Linear training materials based on the course provided.

B - 11: Linear POC Demo Document

Purpose: The purpose of the Linear POC Demo Document is to provide supplemental information for the Linear POC Demo.

Content: This document, estimated to be up to 10-50 pages in length, will consist of the following, as appropriate:

- Information based on the Linear POC Demo and any necessary supplemental information
- Configuration details of the Linear POC

B - 12: Inventory Insights KPI Definition Document

Purpose: The purpose of the Inventory Insights KPI Definition Document is to detail the Inventory Insights KPI definition

Content: This document, estimated to be up to 5-25 pages in length, will consist of the following, as appropriate:

- Inventory Insights KPI definitions

B - 13: Inventory Insights Materials and Purchasing Training Document

Purpose: The purpose of the Inventory Insights Materials and Purchasing Training Document is to provide electronic reference materials for each student that takes the Inventory Insights Materials and Purchasing Training Course.

Content: This document, estimated to be up to 10-25 pages in length, will consist of the following, as appropriate:

- Inventory Insights Introductory information as it relates the Materials and Purchasing staff processes.

B - 14: Maximo Optim Object Definition Document

Purpose: The purpose of the Maximo Optim Object Definition Document is to detail the Maximo Optim object definition

Content: This document, estimated to be up to 5-25 pages in length, will consist of the following, as appropriate:
- Maximo Option object definition

B - 15: Maximo Optim Training Document

Purpose: The purpose of the Maximo Optim Training Document is to provide electronic reference materials for each student that takes the Maximo Optim Training Course.

Content: This document, estimated to be up to 10-25 pages in length, will consist of the following, as appropriate:
- Maximo Optim Introductory Information

B - 16: IoT Workshop Document

Purpose: The purpose of the IoT Workshop Document is to provide supplemental information for the IoT Workshop.

Content: This document, estimated to be up to 5-25 pages in length, will consist of the following, as appropriate:
- Information based on the IoT Workshop and any necessary supplemental information

B - 17: PMQ Passenger Bridge POC Document

Purpose: The purpose of the PMQ Passenger Bridge POC Document is to provide information surrounding the PMQ Passenger Bridge POC.

Content: This document, estimated to be up to 10-50 pages in length, will consist of the following, as appropriate:
- Configuration details of the PMQ Passenger Bridge POC

B - 18: Maximo Anywhere 7.6 DEV Field Certificate Form

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

B - 19: Maximo Anywhere 7.6 TEST Field Certificate Form

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

B - 20: Maximo Anywhere 7.6 PROD Field Certificate Form

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

B - 21: Maximo Anywhere 7.6 Application Installation Guide

Purpose: The purpose of the Anywhere Application Installation Guide is to detail steps required to install Anywhere applications on iOS devices

Content: Steps required to install Anywhere applications on iOS devices

B - 22: Maximo Anywhere 7.6 Application Configuration Document

Purpose: The purpose of the Anywhere Application Configuration Document is to detail DIA configuration for Anywhere applications.

Content: DIA configuration for Anywhere applications

B - 23: IBM Maximo Trial Database Upgrade Tracking Log

Purpose: The Maximo Upgrade Issues Tracking Log is used to document all issues, checklists, and tasks that are identified in the Maximo upgrade process. The document will capture the specific actions that must be taken during the upgrade process for the final upgraded system to attain the intended configuration.

Content: The Maximo Upgrade Issues Tracking Log will be maintained in a spreadsheet format and will consist of detailed procedures, notes, issues, upgrade actions, and other notes applicable to the performance of the production upgrade. Open issues will be monitored and tracked using this document.

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 24: DEV Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 25: Upgraded DEV Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 26: TEST Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 27: TRAIN Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 28: Upgraded TEST Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 29: Upgraded TRAIN Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 30: IBM Maximo Dry Run Upgrade Tracking Log

Purpose: The Maximo Upgrade Issues Tracking Log is used to document all issues, checklists, and tasks that are identified in the Maximo upgrade process. The document will capture the specific actions that must be taken during the upgrade process for the final upgraded system to attain the intended configuration.

Content: The Maximo Upgrade Issues Tracking Log will be maintained in a spreadsheet format and will consist of detailed procedures, notes, issues, upgrade actions, and other notes applicable to the performance of the production upgrade. Open issues will be monitored and tracked using this document.

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

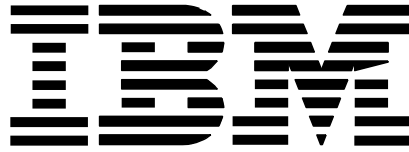## B - 31: PROD Environment Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 32: Dry Run Upgraded PROD Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:
- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 33: IBM Maximo LIVE Upgrade Tracking Log

Purpose: The Maximo Upgrade Issues Tracking Log is used to document all issues, checklists, and tasks that are identified in the Maximo upgrade process. The document will capture the specific actions that must be taken during the upgrade process for the final upgraded system to attain the intended configuration.

Content: The Maximo Upgrade Issues Tracking Log will be maintained in a spreadsheet format and will consist of detailed procedures, notes, issues, upgrade actions, and other notes applicable to the performance of the production upgrade. Open issues will be monitored and tracked using this document.

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

B - 34: Go Live Run PROD Upgraded Maximo Field Certification Document

Purpose: To be completed by IBM Infrastructure Engineer. Details Maximo installation specifics.

Content: The certification form, estimated to be up to 10 pages in length, will generally consists of the following, as appropriate:

- Maximo Applications
- Maximo Components
- Maximo System Diagram

Delivery: IBM will deliver one (1) copy of this document in softcopy format.

IBM

Statement of Work **WITUS160815246633**

for

IBM Maximo Software Hosting Services

Prepared for

Denver International Airport

September 1, 2016

Table of Contents

This Statement of Work ("SOW") is between the Client (also called "you" and "your") and the IBM legal entity referenced below ("IBM"), and will be governed by the terms and conditions of the agreement identified in the signature block of this SOW (the "Agreement").

1. Definitions

The following definitions apply to this SOW:

Authorized Registered User – a User that has full access to all functions of the Program in accordance with the associated license agreement for the Program.

Authorized Requestor User – a User that has access to only the self-service functions of the Program in accordance with the associated license agreement for the Program.

Content – your electronic information, owned by you and created, uploaded and transferred by a User while accessing the Services.

Development Environment – a virtual server provided for Client to control design of the Program. This virtual server is isolated from the Hosting Environment and is accessed through the Internet via a web link provided by IBM.

Development Environment User – a User that has access to the Development Environment.

Hosting Environment – the IBM-provided hardware, software, and networking components at an IBM-designated location on which the Program will be installed and which you will access via the Internet. The Hosting Environment includes the production environment and a test environment.

Internet – the public worldwide network of TCP/IP-based networks.

Limited Use Authorized Registered User – a User that has limited access to functions of the Program in accordance with the associated license agreement for the Program.

Program – the IBM Maximo software program licensed to you by IBM under a separate license agreement.

User – the individuals authorized by you to access and use the Services. A User includes "Authorized Registered User;" "Authorized Requestor User;" "Limited Use Authorized Registered User" and "Development Environment User."

2. Scope of Work

IBM will provide the following which will collectively be referred to herein as, the "Services": 1) the Hosting Environment and the technical support to manage the Hosting Environment that will enable you to access the Program, via the Internet, and use the Program in accordance with the provisions of its associated license agreement; and 2) the support to install any patches and fixes you are entitled to receive under the software subscription and support agreement that pertains to the Program.

This SOW is for the Services only. As a prerequisite, you must obtain a license to the Program under the applicable license agreement as well as maintenance for the Program under the applicable software subscription and support agreement. You are not receiving a grant of license to the Program or maintenance services under this SOW. You represent that you have previously obtained a separate license agreement and a separate subscription and support agreement for the Program from IBM or an IBM authorized third party under which you presently have valid rights to use the Program and to obtain subscription and support, and that such valid rights will continue for the Term of this SOW.

The responsibilities of both parties are listed below. Any changes to this SOW will be processed in accordance with the project change control procedure described herein. To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this SOW will govern.

3. Project Management Responsibilities

3.1 IBM Project Management

IBM will identify a project manager who will:

a.   review the SOW, and any associated documents, with your project manager as defined in the section below entitled "Your Project Manager;"

b.   coordinate and manage the technical activities of IBM's personnel;

c.   establish and maintain communications through your project manager;

d.   review and administer the project change control procedure with your project manager;

e.   manage, measure, track and evaluate progress under this SOW and resolve any issues with your project manager; and

f.   conduct regularly scheduled meetings with your project team to review status.

3.2   Your Project Manager

Prior to the start of this SOW, you will designate a person called your project manager who will be the focal point for IBM communications relative to the Services and will have the authority to act on behalf of you in all matters regarding this SOW. Your project manager's responsibilities include:

a.   manage your personnel and responsibilities under this SOW;

b.   serve as the interface between IBM and all your organizations participating in the Services;

c.   administer the project change control procedure with the IBM project manager;

d.   participate in any status meetings;

e.   obtain and provide information, data, and decisions within three working days of IBM's request unless you and IBM agree in writing to a different response time;

f.   help resolve any issues and escalate issues within your organization, as necessary; and

g.   review with the IBM project manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the project change control procedure.

4.   Services

4.1   IBM Responsibilities

IBM will provide the Services as described in this SOW.

IBM will:

a.   provide, manage and maintain the Hosting Environment at an IBM or IBM-controlled facility (including facilities subcontracted by IBM);

b.   install the Program within the Hosting Environment and activate using the Program entitlements you are authorized to receive in accordance with the associated license agreement for the Program;

c.   configure the Program within the Hosting Environment for the number of Users, as specified in the "Charges" section of this SOW, to access and use the Program;

d.   provide you with URL addresses for the Hosting Environment in order for you to access the Program via the Internet;

e.   provide industry standard Secure Socket Layer (SSL) encryption (128 bit or higher) for Content;

f.   provide File Transfer Protocol (FTP) access to the Hosting Environment;

g.   provide 24x7 monitoring of the Hosting Environment and the Program;

h.   perform Hosting Environment system administration activities including but not limited to database updates, application deployments, application troubleshooting, and network optimization. These activities will be scheduled through the IBM Project Manager;

i.   provide and perform incident, problem and change management for the Hosting Environment in accordance with IBM's then-current processes and procedures;

j.   perform daily incremental backups and weekly full backups;

k.   rotate backup tapes weekly to an off-site location as determined by IBM and retain such backup tapes for a three month period;

l.   provide access to the IBM Maximo and TRIRIGA service desk: http://servicedesk.mro.com for up to three (3) of your personnel;

m.   apply any fixes, upgrades or enhancements to the Program agreed to between you and IBM that you are entitled to receive under the then-current separate subscription and support agreement;

n. deploy changes, created by you, between the Development Environment (if applicable) and the test and production portions of the Hosting Environment in accordance with the then-current change management processes; and

o. provide a copy of the Content to you within 30 days from the expiration or termination of this SOW. IBM will delete all remaining Content from the Hosting Environment within 45 days from the expiration or termination of this SOW.

p. provide, manage and maintain the Development Environment at an IBM or IBM-controlled facility (including facilities subcontracted by IBM);

q. install the Program within the Development Environment and activate in accordance with the Program entitlements you are authorized to receive with the associated license agreement for the Program;

r. configure the Program for the number of Development Users, as specified in the "Charges" section of this SOW, to access and use the Program;

s. configure report design tools for use by you;

t. provide a web link for Internet access to the Development Environment;

u. provide FTP access to the Development Environment;

v. perform hardware and operating system administration activities including but not limited to database updates, application deployments, application troubleshooting, and network optimization. These activities will be scheduled through the IBM Project Manager;

w. provide and perform incident, problem and change management for the Development Environment in accordance with IBM's then-current processes and procedures; and

x. provide 24x7 monitoring of the Development Environment.

4.2   Your Responsibilities

The completion of the effort depends on the full commitment and participation of your management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by you. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the Services, and will be handled in accordance with the project change control procedure below.

You will:

a. be responsible for the Internet connection (type and speed) between your Users and the Hosting Environment. The typical bandwidth requirement is approximately 6.2 Kilobytes/second (Kbps) per concurrent User;

b. access the Program using a standard web browser as specified in the Program documentation;

c. provide IBM with valid license keys to the Program for the Term of this SOW;

d. maintain the correct number of valid Program license rights and entitlements and the software subscription and support during the Term of this SOW;

e. follow the incident, problem and change management processes and procedures as provided by IBM; and

f. be responsible for ensuring the security and confidentiality of all User IDs, including establishing, distributing, and monitoring unique User identification names and passwords for access to and use of the Services;

g. be responsible for all development activities within the Development Environment; and

h. perform system administration activities within the Development Environment including but not limited to application deployment, application server starting/stopping, and database configuration.

4.3   Your Other Responsibilities

You agree to:

a. make appropriate personnel available to assist IBM in the performance of its responsibilities;

"Exhibit A-2"

b. provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by you or on behalf of you;

c. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;

d. grant IBM the rights, as necessary, to use, access, modify and process Content being transferred into and out of the Hosting Environment for IBM to perform its responsibilities under this SOW;

e. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Client also agrees that with respect to data that is transferred or hosted outside of the United States, Client is responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data;

f. be solely responsible for all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support and all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affect IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to promptly obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages that IBM may reasonably incur in connection with such claim;

g. be solely responsible for any Content file, the selection and implementation of controls on its access and use, and the security of Content during transmission on the Client's network or the Internet (and for correcting transmission errors and data corruption problems) notwithstanding any other provision herein.

5. Availability and Support

5.1 Availability Objective

The Services allow for access to the Program 24 hours per day, seven days per week. The availability objective for such access to the Program is 99.8% during any given month during the Term of this SOW ("Availability"). Availability is measured at the Hosting Environment on a monthly basis, exclusive of any Outages. An "Outage" is your inability to access the Program or recognition by IBM that you are unable to access the Program.

A scheduled maintenance period is the time each Saturday morning from 2:00 GMT until 5:00 GMT (Friday from 10:00 pm through Saturday at 1:00 am, Eastern Time) at the Hosting Environment location. The Program may be available during scheduled maintenance periods, however performance may be slower than normal and the Program may become unavailable during any such scheduled maintenance periods.

The Availability measurement will begin 30 days after access to the Program is made available to you via the Internet. IBM will monitor the Availability and will investigate any performance deviations or Outages.

To the extent there are any performance deviations or Outages, IBM will use commercially reasonable efforts to restore the Services. IBM will examine root causes, identify problems and attempt to minimize recurrences by making recommendations for actions to be taken by you and IBM.

5.2 Exclusions

Outages under this SOW are:

a. scheduled maintenance periods;

b. planned activities, such as database maintenance and fixes, upgrades or enhancements to the Program, as agreed to with you;

c. any failure of the Program. Failure of the Program is covered under the separate software subscription and support agreement that pertains to the Program; and

d. any event outside of IBM's control, including but not limited to the following:

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(1)   periods of emergency maintenance activities for hardware or software;

(2)   your lack of availability or untimely response to respond to incidents that require your participation for resolution;

(3)   your nonperformance of your obligations under this SOW;

(4)   failures due to hardware, software, network components, power outages or applications, for which IBM is not responsible;

(5)   modifications of the IBM-provided software or hardware by you or any third party, unless approved in writing by IBM;

(6)   other activities you direct, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and your or IBM's other vendors), and other force majeure items.

5.3   Program Support

Should you require technical support for the Program, you may contact the IBM Support Center, as set forth in your software subscription and support agreement. IBM will provide you with access to problem report submission and tracking information as well as to a Client support knowledgebase via the IBM Software Support web site.

5.4   Services Support

Should you require technical support for the Services, you may contact the IBM Maximo and TRIRIGA Hosting service desk at: http://servicedesk.mro.com/ or via email at: hostedservices@ca.ibm.com.

IBM will work with you to determine the nature of the problem and then assign one of the following "Severity Levels" as defined below to the problem:

a.   Severity Level 1

Critical situation/system is down: A business critical component is inoperable or a critical interface has failed. Client is unable to use the Services. Severity Level 1 applies to the production environment only.

b.   Severity Level 2

Significant impact: A component is severely restricted in its use, causing significant business impact. Client's use of Services is severely limited.

c.   Severity Level 3

Moderate impact: A non-critical component is malfunctioning, causing moderate business impact. Client's use of Services is possible with less significant features.

d.   Severity Level 4

Minimal impact: A non-critical component is malfunctioning, causing minimal business impact, or a non-technical request is made.

6.   Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

a.   A Project Change Request ("PCR") will be the vehicle for communicating a change. The PCR must describe the change, the rationale for the change and the effect the change will have on the SOW. The investigation and the implementation of changes may result in modifications to the Term, charges, and other terms of this SOW and the Agreement.

b.   IBM and you may determine that it is necessary to add additional Services or extend the Term. In such event, you may authorize additional amounts or a Term extension by execution of a PCR. If accepted or initiated by IBM, a letter or an e-mail will act as a PCR to this SOW. All other requested changes will require execution of a PCR as discussed below.

c.   A PCR must be signed by authorized representatives from both parties to authorize implementation of the change. Until a change is agreed to in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

"Exhibit A-2"

7.   Term

The term of the Services to be provided ("Term") will begin between a start date to be determined by both parties and currently estimated to be 12/01/2016 (the "Effective Date") and an estimated end date of 09/30/2021, or on other dates mutually agreed to between you and IBM.

The first 6 months of this Term are transferred from SOW LCAN-9BEN7Y at the request of Denver International Airport. The balance is aligned to end at the same time as the TRIRIGA hosting SOW to align future renewals.

8.   Charges

The charge for the Services described in this SOW, exclusive of applicable taxes, is $1,331,518.88.

IBM Maximo and TRIRIGA Hosting Services	Quantity	Unit Price	Extended Price
1 Year-Maximo Hosting Authorized Concurrent Users December 1, 2016 -May 31, 2017 (transfer final 6 months of original hosting to new contract)	115	$937.50	$107,812.50
1 Year-Maximo Hosting Development Environment Users (up to a maximum of 5 Users) December 1, 2016 -May 31, 2017 (transfer final 6 months of original hosting to new contract)	1	$12,500.00	$12,500.00
1 Year - Maximo Hosting Authorized Concurrent Users June 1, 2017 – September 30, 2018 (16 months to align with same term as TRIRIGA contract)	115	$2,666.67	$306,667.05
1 Year – Maximo Hosting Development Environment Users (up to a maximum of 5 Users) June 1, 2017 – September 30, 2018 (16 months to align with same term as TRIRIGA contract)	1	$34,333.33	$34,333.33
1Yr - Maximo Hosting - Concurrent Authorized User October 1, 2018 – September 30, 2019	115	$2,200.00	$253,000.00
1 Year – Maximo Hosting Development Environment Users (up to a maximum of 5 Users) October 1, 2018 – September 30, 2019	1	$25,750.00	$25,750.00
1Yr - Maximo Hosting - Concurrent Authorized User October 1, 2019 – September 30, 2020	115	$2,334.00	$268,410.00
1 Year – Maximo Hosting Development Environment Users (up to a maximum of 5 Users) October 1, 2019 – September 30, 2020	1	$27,318.00	$27,318.00
1Yr - Maximo Hosting - Concurrent Authorized User October 1, 2020 – September 30, 2021	115	$2,334.00	$268,410.00
1 Year – Maximo Hosting Development Environment Users (up to a maximum of 5 Users) October 1, 2020 – September 30, 2021	1	$27,318.00	$27,318.00

You will be invoiced in advance for the charge for the Services at the beginning of each quarter of the Term under this SOW. You will be invoiced for any optional services upon signature of the PCR authorizing such optional services and charges.

Invoice Date	Invoice Description	Billing Period	Invoice Amount

December 1, 2016	Maximo Cloud Delivery Services	Dec 1, 2016-Feb 28, 2017	$60,156.25
March 1, 2017	Maximo Cloud Delivery Services	Mar 1, 2017 – May 31, 2017	$60,156.25
June 1, 2017	Maximo Cloud Delivery Services (Start of renewal)	Jun 1, 2017 – Aug 31, 2017	$63,937.57
September 1, 2017	Maximo Cloud Delivery Services	Sept 1, 2017 – Nov 30, 2017	$63,937.57
December 1, 2017	Maximo Cloud Delivery Services	Dec 1, 2017 – Feb 28, 2018	$63,937.57
March 1, 2018	Maximo Cloud Delivery Services	Mar 1, 2018 – May 31, 2018	$63,937.57
June 1, 2018	Maximo Cloud Delivery Services	Jun 1, 2018 – Sept 30, 2018 (1 month longer to align with the new TRIRIGA contract)	$85,250.10
October 1, 2018	Maximo Cloud Delivery Services	October 1, 2018 – Dec 1, 2018	$69,687.50
January 1, 2019	Maximo Cloud Delivery Services	Jan 1, 2019 – Mar 31, 2019	$69,687.50
April 1, 2019	Maximo Cloud Delivery Services	Apr 1, 2019 – Jun 30, 2019	$69,687.50
July 1, 2019	Maximo Cloud Delivery Services	Jul 1, 2019 – Sept 30, 2019	$69,687.50
October 1, 2019	Maximo Cloud Delivery Services	Oct 1, 2019 – Dec 31, 2019	$73,932.00
January 1, 2020	Maximo Cloud Delivery Services	Jan 1, 2020 – Mar 31, 2020	$73,932.00
April 1, 2020	Maximo Cloud Delivery Services	Apr 1, 2020 – Jun 30, 2020	$73,932.00
July 1, 2020	Maximo Cloud Delivery Services	Jul 1, 2020 – Sept 30, 2020	$73,932.00
October 1, 2020	Maximo Cloud Delivery Services	Oct 1, 2020 – Dec 31, 2020	$73,932.00
January 1, 2021	Maximo Cloud Delivery Services	Jan 1, 2021 – Mar 31, 2021	$73,932.00
April 1, 2021	Maximo Cloud Delivery Services	Apr 1, 2021 – Jun 30, 2021	$73,932.00
July 1, 2021	Maximo Cloud Delivery Services	Jul 1, 2021 – Sept 30, 2021	$73,932.00

Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Late payment fees may apply.

8.1 Optional Services Charges

Any optional services required by you will be handled in accordance with the project change control procedure.

8.1.1 Additional Users

In the event you require an additional number of Users to be enabled to access and use the Program, you will notify IBM in writing and IBM will provide you with a PCR for such additional Users within a reasonable period of time after your request. You will be required to obtain the correct number of Program licenses and entitlements for such Users.

9. Additional Terms and Conditions

9.1 Continuation of Services

You will notify IBM in writing at least 60 days prior to expiration of the current Term if you wish to either a) continue the Services without interruption, beyond any current Term; or b) terminate the Services at the end of any current Term.

If you fail to do either of the foregoing, IBM will terminate the Services immediately upon expiration of the current Term.

IBM reserves the right to withdraw the Services at any time, and will provide you notice of such withdrawal three months prior to the end of any current Term of this SOW.

9.2 Termination

Either party may terminate this SOW for material breach by the other upon written notice containing the specific nature of the material breach. The breaching party will have one month from receipt of notice to cure such breach unless otherwise agreed in writing, except for nonpayment by you which breach must be cured within five days from receipt of notice. If breach has not been timely cured, then the non-breaching party may immediately terminate this SOW upon written notice.

Upon termination of this SOW, other than for uncured material breach by IBM, you agree to pay to IBM: a) all applicable charges due IBM for the remainder of the current Term; and b) any costs IBM incurs in terminating the Services.

9.3 Compliance with Import and Export Laws

IBM and Client will each comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

9.4 Regulated Services

IBM does not operate as a provider of services regulated by the Federal Communications Commission ("FCC") or state regulatory authorities (called "State Regulators"), and does not intend to provide any services which are regulated by the FCC or State Regulators. If the FCC or any State Regulator imposes regulatory requirements or obligations on any services provided by IBM hereunder, IBM may change the way in which such services are provided to you to avoid the application of such requirements or obligations to IBM (e.g., by acting as your agent for acquiring such services from a third party common carrier).

IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space provided below on or before October 31, 2016.

Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) the Statement of Work, and 2) the Agreement referenced below or any equivalent agreement in effect between us as identified below.

In entering into this SOW, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this SOW, including, without limitation, charges to be paid, the experiences of other Clients; or the results or savings you may achieve.

An authorized signature on this page by you indicates your acceptance of this Statement of Work.

| **Agreed to:**	**Agreed to:**
Denver International Airport	**International Business Machines Corporation**
By:	By:
_____	_____
Authorized signature	Authorized signature
Title:	Title:
_____	_____
Name (type or print):	Name (type or print):
_____	_____
Date:	Date:
_____	_____
	Agreement name:
	IBM MAXIMO & TRIRIGA IMPLEMENTATION PHASES 2-5 AND HOSTING SERVICES
	Agreement number: **201628452-00**
Client City and State:	IBM Fax number: 845-264-6467
	IBM E-mail address: us3ls@us.ibm.com
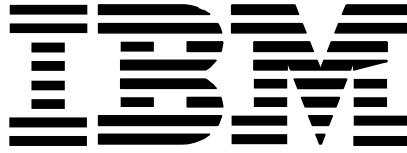
Statement of Work MWOD-9UKJHU

for

IBM TRIRIGA Software Hosting Services

Prepared for

Denver International Airport

August 17, 2016

Table of Contents

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b.   coordinate and manage the technical activities of IBM's personnel;

    c.   establish and maintain communications through your project manager;

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Prior to the start of this SOW, you will designate a person called your project manager who will be the focal point for IBM communications relative to the Services and will have the authority to act on behalf of you in all matters regarding this SOW. Your project manager's responsibilities include:

    a.   manage your personnel and responsibilities under this SOW;

    b.   serve as the interface between IBM and all your organizations participating in the Services;

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    d.   participate in any status meetings;

    e.   obtain and provide information, data, and decisions within three working days of IBM's request unless you and IBM agree in writing to a different response time;

    f.   help resolve any issues and escalate issues within your organization, as necessary; and

    g.   review with the IBM project manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the project change control procedure.

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IBM will provide the Services as described in this SOW.

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    d.   provide you with URL addresses for the Hosting Environment in order for you to access the Program via the Internet;

    e.   provide industry standard Secure Socket Layer (SSL) encryption (128 bit or higher) for Content;

    f.   provide File Transfer Protocol (FTP) access to the Hosting Environment;

    g.   provide 24x7 monitoring of the Hosting Environment and the Program;

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    i.   provide and perform incident, problem and change management for the Hosting Environment in accordance with IBM's then-current processes and procedures;

    j.   perform daily incremental backups and weekly full backups;

    k.   rotate backup tapes weekly to an off-site location as determined by IBM and retain such backup tapes for a three month period;

    l.   provide access to the IBM TRIRIGA service desk: http://servicedesk.mro.com for up to three (3) of your personnel;

    m.   apply any fixes, upgrades or enhancements to the Program agreed to between you and IBM that you are entitled to receive under the then-current separate subscription and support agreement;

n.   deploy changes, created by you, between the Development Environment (if applicable) and the test and production portions of the Hosting Environment in accordance with the then-current change management processes; and

o.   provide a copy of the Content to you within 30 days from the expiration or termination of this SOW. IBM will delete all remaining Content from the Hosting Environment within 45 days from the expiration or termination of this SOW.

p.   provide, manage and maintain the Development Environment at an IBM or IBM-controlled facility (including facilities subcontracted by IBM);

q.   install the Program within the Development Environment and activate in accordance with the Program entitlements you are authorized to receive with the associated license agreement for the Program;

r.   configure the Program for the number of Development Users, as specified in the "Charges" section of this SOW, to access and use the Program;

s.   configure report design tools for use by you;

t.   provide a web link for Internet access to the Development Environment;

u.   provide FTP access to the Development Environment;

v.   perform hardware and operating system administration activities including but not limited to database updates, application deployments, application troubleshooting, and network optimization. These activities will be scheduled through the IBM Project Manager;

w.   provide and perform incident, problem and change management for the Development Environment in accordance with IBM's then-current processes and procedures; and

x.   provide 24x7 monitoring of the Development Environment.

4.2   Your Responsibilities

The completion of the effort depends on the full commitment and participation of your management and personnel.

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by you. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the Services, and will be handled in accordance with the project change control procedure below.

You will:

a.   be responsible for the Internet connection (type and speed) between your Users and the Hosting Environment. The typical bandwidth requirement is approximately 6.2 Kilobytes/second (Kbps) per concurrent User;

b.   access the Program using a standard web browser as specified in the Program documentation;

c.   provide IBM with valid license keys to the Program for the Term of this SOW;

d.   maintain the correct number of valid Program license rights and entitlements and the software subscription and support during the Term of this SOW;

e.   follow the incident, problem and change management processes and procedures as provided by IBM; and

f.   be responsible for ensuring the security and confidentiality of all User IDs, including establishing, distributing, and monitoring unique User identification names and passwords for access to and use of the Services;

g.   be responsible for all development activities within the Development Environment; and

h.   perform system administration activities within the Development Environment including but not limited to application deployment, application server starting/stopping, and database configuration.

4.3   Your Other Responsibilities

You agree to:

a. ensure that your staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to your senior management, as well as any members of your staff to enable IBM to provide the Services, if any. You will ensure that your staff has the appropriate skills and experience. If any of your staff fails to perform as required, you will make suitable additional or alternative staff available;

b. provide all information and materials reasonably required to enable IBM to provide the Services, if any. You agree that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services, if any, arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you;

c. be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect Customer's existing systems, programs, or data to which IBM will have access during the Services. It is Customer's responsibility to ensure the systems, programs, and data meet the requirements of those laws, regulations and statutes;

d. grant IBM the rights, as necessary, to use, access, modify and process Content being transferred into and out of the Hosting Environment for IBM to perform its responsibilities under this SOW;

e. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Customer also agrees that with respect to data that is transferred or hosted outside of the United States, Customer is responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data;

f. be solely responsible for all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support and all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affect IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to promptly obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages that IBM may reasonably incur in connection with such claim; and

g. be solely responsible for any Content file, the selection and implementation of controls on its access and use, and the security of Content during transmission on the Customer's network or the Internet (and for correcting transmission errors and data corruption problems) notwithstanding any other provision herein.

5. Availability and Support

5.1 Availability Objective

The Services allow for access to the Program 24 hours per day, seven days per week. The availability objective for such access to the Program is 99.5% during any given month during the Term of this SOW ("Availability"). Availability is measured at the Hosting Environment on a monthly basis, exclusive of any Outages. An "Outage" is your inability to access the Program or recognition by IBM that you are unable to access the Program.

A scheduled maintenance period is the time each Saturday morning from 2:00 GMT until 5:00 GMT (Friday from 10:00 pm through Saturday at 1:00 am, Eastern Time) at the Hosting Environment location. The Program may be available during scheduled maintenance periods, however performance may be slower than normal and the Program may become unavailable during any such scheduled maintenance periods.

The Availability measurement will begin 30 days after access to the Program is made available to you via the Internet. IBM will monitor the Availability and will investigate any performance deviations or Outages.

To the extent there are any performance deviations or Outages, IBM will use commercially reasonable efforts to restore the Services. IBM will examine root causes, identify problems and attempt to minimize recurrences by making recommendations for actions to be taken by you and IBM.

5.2 Exclusions

Outages under this SOW are:

a. scheduled maintenance periods;

b. planned activities, such as database maintenance and fixes, upgrades or enhancements to the Program, as agreed to with you;

c. any failure of the Program. Failure of the Program is covered under the separate software subscription and support agreement that pertains to the Program; and

d. any event outside of IBM's control, including but not limited to the following:

   (1) periods of emergency maintenance activities for hardware or software;

   (2) your lack of availability or untimely response to respond to incidents that require your participation for resolution;

   (3) your nonperformance of your obligations under this SOW;

   (4) failures due to hardware, software, network components, power outages or applications, for which IBM is not responsible;

   (5) modifications of the IBM-provided software or hardware by you or any third party, unless approved in writing by IBM;

   (6) other activities you direct, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and your or IBM's other vendors), and other force majeure items.

5.3   Program Support

Should you require technical support for the Program, you may contact the IBM Support Center, as set forth in your software subscription and support agreement. IBM will provide you with access to problem report submission and tracking information as well as to a customer support knowledgebase via the IBM Software Support web site.

5.4   Services Support

Should you require technical support for the Services, you may contact the IBM TRIRIGA Hosting service desk at: http://servicedesk.mro.com/ or via email at: hostedservices@ca.ibm.com.

IBM will work with you to determine the nature of the problem and then assign one of the following "Severity Levels" as defined below to the problem:

a. Severity Level 1

   Critical situation/system is down: A business critical component is inoperable or a critical interface has failed. Customer is unable to use the Services. Severity Level 1 applies to the production environment only.

b. Severity Level 2

   Significant impact: A component is severely restricted in its use, causing significant business impact. Customer's use of Services is severely limited.

c. Severity Level 3

   Moderate impact: A non-critical component is malfunctioning, causing moderate business impact. Customer's use of Services is possible with less significant features.

d. Severity Level 4

   Minimal impact: A non-critical component is malfunctioning, causing minimal business impact, or a non-technical request is made.

6.   Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

a. A Project Change Request ("PCR") will be the vehicle for communicating a change. The PCR must describe the change, the rationale for the change and the effect the change will have on the SOW. The investigation and the implementation of changes may result in modifications to the Term, charges, and other terms of this SOW and the Agreement.

b. IBM and you may determine that it is necessary to add additional Services or extend the Term. In such event, you may authorize additional amounts or a Term extension by execution of a PCR. If accepted or initiated by IBM, a letter or an e-mail will act as a PCR to this SOW. All other requested changes will require execution of a PCR as discussed below.

c. A PCR must be signed by authorized representatives from both parties to authorize implementation of the change. Until a change is agreed to in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

7. Term

The term of the Services to be provided ("Term") will begin between a start date to be determined by both parties and currently estimated to be 12/01/2016 (the "Effective Date") and an estimated end date of 09/30/2021, or on other dates mutually agreed to between you and IBM.

8. Charges

The charge for the Services described in this SOW, exclusive of applicable taxes, is $546,904.00.

IBM TRIRIGA Hosting Services	Quantity	Unit Price	Extended Price
1Yr - TRIRIGA Hosting –Up to 20 Concurrent Authorized Users (minimum sizing)	20	$1,500.00	$30,000.00
1Yr - TRIRIGA Hosting - Development Environment up to 5 users	1	$25,000.00	$25,000.00
1Yr - TRIRIGA Hosting - Test Environment	1	$23,000.00	$23,000.00
1 Yr – TRIRIGA Hosting – Train Environment	1	$25,000.00	$25,000.00
Year 1 TOTAL			**$103,000.00**
1 YR – TRIRIGA Hosting – Up to 20 Concurrent Authorized Users (minimum sizing)	20	$1,545.00	$30,900.00
1Yr - TRIRIGA Hosting - Development Environment up to 5 users	1	$25,750.00	$25,750.00
1 Yr – TRIRIGA Hosting – Test Environment	1	$23,690.00	$23,690.00
1 Yr – TRIRIGA Hosting – Train Environment	1	$25,750.00	$25,750.00
Year 2 TOTAL			**$106,090.00**
1 Yr – TRIRIGA Hosting – Up to 20 Concurrent Authorized Users (minimum sizing)	20	$1,592.00	$31,840.00
1 Yr - TRIRIGA Hosting - Development Environment up to 5 users	1	$26,522.00	$26,522.00

1 Yr – TRIRIGA Hosting – Test Environment	1	$24,400.00	$24,400.00
1 Yr – TRIRIGA Hosting – Train Environment	1	$26,522.00	$26,522.00
Year 3 TOTOAL			**$109,284.00**
1 YR – TRIRIGA Hosting – Up to 20 Concurrent Authorized Users (minimum sizing)	20	$1,640.00	$32,800.00
1Yr - TRIRIGA Hosting - Development Environment up to 5 users	1	$27,318.00	$27,318.00
1 Yr – TRIRIGA Hosting – Test Environment	1	$25,132.00	$25,132.00
1 Yr – TRIRIGA Hosting – Train Environment	1	$27,318.00	$27,318.00
Year 4 TOTAL			**$112,568.00**
1 YR – TRIRIGA Hosting – Up to 20 Concurrent Authorized Users (minimum sizing)	20	$1,690.00	$33,800.00
1Yr - TRIRIGA Hosting - Development Environment up to 5 users	1	$28,138.00	$28,138.00
1 Yr – TRIRIGA Hosting – Test Environment	1	$25,886.00	$25,886.00
1 Yr – TRIRIGA Hosting – Train Environment	1	$28,138.00	$28,138.00
Year 5 TOTAL			**$115,962.00**

You will be invoiced in advance for the charge for the Services at the beginning of each quarter of the Term under this SOW. You will be invoiced for any optional services upon signature of the PCR authorizing such optional services and charges.

Invoice Date	Invoice Description	Billing Period	Invoice Amount
October 1, 2016	TRIRIGA Hosting	October 1, 2016 – December 31, 2016	$25,750.00
January 1, 2017	TRIRIGA Hosting	January 1 – March 31, 2017	$25,750.00
April 1, 2017	TRIRIGA Hosting	April 1 – June 30, 2017	$25,750.00
July 1, 2017	TRIRIGA Hosting	July 1 – September 30, 2017	$25,750.00
October 1, 2017	TRIRIGA Hosting	October 1– December 31, 2017	$26,522.50

January 1, 2018	TRIRIGA Hosting	January 1 – March 31, 2018	$26,522.50
April 1, 2018	TRIRIGA Hosting	April 1 – June 30, 2018	$26,522.50
July 1, 2018	TRIRIGA Hosting	July 1 – September 30, 2018	$26,522.50
October 1, 2018	TRIRIGA Hosting	October 1 – December 31, 2018	$27,321.00
January 1, 2019	TRIRIGA Hosting	January 1, 2019 – March 31, 2019	$27,321.00
April 1, 2019	TRIRIGA Hosting	April 1 – June 30, 2019	$27,321.00
July 1, 2019	TRIRIGA Hosting	July 1 – September 30, 2019	$27,321.00
October 1, 2019	TRIRIGA Hosting	October 1 – December 31, 2019	$28,142.00
January 1, 2020	TRIRIGA Hosting	January 1 – March 31, 2020	$28,142.00
April 1, 2020	TRIRIGA Hosting	April 1 – June 30, 2020	$28,142.00
July 1, 2018	TRIRIGA Hosting	July 1 – September 30, 2020	$28,142.00
October 1, 2020	TRIRIGA Hosting	October 1 – December 31, 2020	$28,990.50
January 1, 2021	TRIRIGA Hosting	January 1 – March 31, 2021	$28,990.50
April 1, 2021	TRIRIGA Hosting	April 1 – June 30, 2021	$28,990.50
July 1, 2021	TRIRIGA Hosting	July 1 – September 30, 2021	$28,990.50

Amounts are due upon receipt of invoice and payable within 30 days. You agree to pay accordingly, including any late payment fee. Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties.

8.1   Optional Services Charges

Any optional services required by you will be handled in accordance with the project change control procedure.

8.1.1   Additional Users

In the event you require an additional number of Users to be enabled to access and use the Program, you will notify IBM in writing and IBM will provide you with a PCR for such additional Users within a reasonable period of time after your request. You will be required to obtain the correct number of Program licenses and entitlements for such Users.

9.   Additional Terms and Conditions

9.1   Continuation of Services

You will notify IBM in writing at least 60 days prior to expiration of the current Term if you wish to either a) continue the Services without interruption, beyond any current Term; or b) terminate the Services at the end of any current Term.

If you fail to do either of the foregoing, IBM will terminate the Services immediately upon expiration of the current Term.

IBM reserves the right to withdraw the Services at any time, and will provide you notice of such withdrawal three months prior to the end of any current Term of this SOW.

9.2 Termination

Either party may terminate this SOW for material breach by the other upon written notice containing the specific nature of the material breach. The breaching party will have one month from receipt of notice to cure such breach unless otherwise agreed in writing, except for nonpayment by you which breach must be cured within five days from receipt of notice. If breach has not been timely cured, then the non-breaching party may immediately terminate this SOW upon written notice.

Upon termination of this SOW, other than for uncured material breach by IBM, you agree to pay to IBM: a) all applicable charges due IBM for the remainder of the current Term; and b) any costs IBM incurs in terminating the Services.

9.3 Compliance with Import and Export Laws

IBM and Customer will each comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

9.4 Regulated Services

IBM does not operate as a provider of services regulated by the Federal Communications Commission ("FCC") or state regulatory authorities (called "State Regulators"), and does not intend to provide any services which are regulated by the FCC or State Regulators. If the FCC or any State Regulator imposes regulatory requirements or obligations on any services provided by IBM hereunder, IBM may change the way in which such services are provided to you to avoid the application of such requirements or obligations to IBM (e.g., by acting as your agent for acquiring such services from a third party common carrier).

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IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space provided below on or before October 31, 2016.

_____

Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) the Statement of Work, and 2) the Agreement referenced below or any equivalent agreement in effect between us as identified below.

In entering into this SOW, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this SOW, including, without limitation, charges to be paid, the experiences of other customers; or the results or savings you may achieve.

An authorized signature on this page by you indicates your acceptance of this Statement of Work.

Agreed to:	**Agreed to:**
Denver International Airport	**International Business Machines Corporation**
By:	By:
_____	_____
Authorized signature	Authorized signature
Title:	Title:
_____	_____
Name (type or print):	Name (type or print):
_____	_____
Date:	Date:
	_____
	Agreement name:
	IBM MAXIMO & TRIRIGA IMPLEMENTATION PHASES 2-5 AND HOSTING SERVICES AGREEMENT
	Agreement number: **201628452-00**
Customer City and State:	IBM Fax number: 845-491-5180
Denver, CO	IBM E-mail address: us3ls@us.ibm.com

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<center>EXHIBIT B</center>

HOSTING SERVICES ADDENDUM

Throughout this Agreement, Consultant agrees to comply with statutory or regulatory requirements that are applicable to Consultant in its role as the provider of information technology products and Services under this Agreement.

1.   <u>DEFINITIONS</u>

Whenever used in this Addendum, any schedules, exhibits, or addenda to this Addendum, the following terms shall have the meanings assigned below. Other capitalized terms used in this Addendum are defined in the context in which they are used.

For the purposes of this Exhibit B, "Contractor" shall mean "Consultant".

1.1   *"Addendum"* means this Hosting Services Addendum between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

1.2   *"Agreement"* means the agreement between the City and Contractor, Contract Number **201628452-00**, as may from time to time be amended.

1.3   *"Brand Features"* means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

1.4   **RESERVED.**

1.5   *"Data"* means the same as "Content" as defined in section 1 Definitions in the Hosting Services Statement of Work in Exhibit A-1.

1.6   *"Data Compromise"* means any actual unauthorized access to or unauthorized acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

1.7   *"Documentation"* means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by

City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City. The ownership of any documentation that is provided to the City as a deliverable Material of a Statement of Work in Exhibits A-1, A-2, and A-3 shall be as defined in section 52 Materials Ownership and License above.

1.8   ***"Downtime"*** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.

1.9   ***"End User"*** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Addendum.

1.10   ***"End User Data"*** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.

1.11   ***"Enhancements"*** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers during the term of this Agreement.

1.12   ***"Intellectual Property Rights"*** includes without limitation all right, title, and interest in and to all (a) Patents and all filed, pending, or potential applications for Patents, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

1.13   ***"Protected Information"*** is information, including but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, the Colorado Constitution; the Colorado Consumer Protection Act (Colo. Rev. Stat. Ann. § 6-1-716); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164).

1.14   ***"Project Manager"*** means the individual who shall serve as each party's point of contact

with the other party's personnel as provided in this Addendum. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

1.15   *Not used.*

1.16   **RESERVED.**

1.17   *"Third Party"* means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

1.18   *"City Data"* includes all records relating to City's use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

2.   RIGHTS AND LICENSE IN AND TO CITY AND END USER DATA

2.1   The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to City and End User Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Addendum solely for the purpose of performing its obligations under this Agreement.

2.2   All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.

2.3   This Addendum does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Addendum.

2.4   City retains the right to use the Services to access and retrieve City and End User Data stored on Contractor's Services infrastructure at any time at its sole discretion during the term of the Agreement.

3.   DATA PRIVACY

3.1   Except as otherwise set forth herein, IBM will limit access and use of City's proprietary Data to IBM employees and contractors as needed to deliver the Services. IBM will not disclose City's proprietary Data, and will return or destroy City's Data upon the expiration or cancellation of the Services, or earlier upon City's request. IBM reserves the right to charge for certain activities performed at City's request or direction (such as delivering Data in a specific format).

3.2   Contractor will provide access to City and End User Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Addendum. Contractor will confirm that, prior to being granted access to the Data, newly hired Contractor Staff who perform work under this

Addendum have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Addendum; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

4. <u>DATA SECURITY AND INTEGRITY</u>

4.1   All facilities used to store and process City and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices that are designed to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.

4.2   Contractor represents that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage at a level equivalent to or stronger than 128-bit level encryption.

4.3   Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.

4.4   Prior to the Effective Date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and promptly after any actual Data Compromise:

a)   A SSAE 16/SOC 2 audit of Contractor's security policies, procedures and controls;
b)   RESERVED.
c)   RESERVED.
d)   RESERVED.

4.5   Contractor will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.

4.6   Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.

4.7   City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.

4.8   RESERVED.

5.   **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**

5.1   Except as otherwise expressly prohibited by law, Contractor will:

a)   If required by a court of competent jurisdiction or an administrative body to disclose City and/or End User Data, Contractor will promptly notify City in writing upon receiving notice of such requirement and prior to any such disclosure;

b)   Consult with City regarding its response;

c)   Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request, at the City's cost and expense; and

d)   Upon City's request, provide City with a copy of its response to the extent legally permissible, and except where prohibited by law or court order.

5.2   If City receives a subpoena, warrant, or other legal order, demand or request seeking City or End User Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will exert commercially reasonable efforts to supply City with copies of Data required for City to respond within five (5) business days or as mutually agreed after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response, at the City's cost and expense.

6.   **DATA COMPROMISE RESPONSE**

6.1   Contractor shall report, either orally or in writing, to City any Data Compromise involving City or End User Data not authorized by this Addendum or in writing by City. Contractor shall make the report to City promptly upon discovery of the unauthorized disclosure, but in no event more than ten (10) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing, which may be in email form, and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

6.2   Upon becoming aware of any such Data Compromise, Contractor shall promptly investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City reasonably informed of the progress of its investigation until the issue has been resolved.

6.3   Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the City or End User Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what reasonable corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.4   Within a commercially reasonable period after the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

6.5   Contractor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

6.6   Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from City.

6.7   In the event of an unauthorized disclosure of the City's Protected Information resulting in a Data Compromise by Contractor, Contractor will reimburse the City for all reasonable costs related to the investigation of such breach as well as, at the City's election, the furnishing of notice to any affected City End Users, and/or the offer to such affected individuals of ongoing monitoring services (e.g., credit bureau monitoring) not to exceed one year per incident; provided that a series of directly related incidents that present the same facts and circumstances shall be considered one incident. The principles of contributory negligence will apply when determining the amounts that Contractor is obligated to pay hereunder.   .

7.   **DATA RETENTION AND DISPOSAL**

7.1   Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Addendum.

7.2   Using appropriate and reliable storage media, Contractor will regularly backup City and End User Data and retain such backup copies for 90 days.

7.3   At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City and/or End User Data. Contractor will supply City a certification indicating the records disposed of, the date disposed of, and the method of disposition used.

7.4   RESERVED.

7.5   Contractor will promptly place a "hold" on Data destruction or disposal under its usual records retention policies of records that include City and End User Data, in response to a written request, such as an email, from City indicating that those records may be relevant to litigation that City reasonably anticipates. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

8.   DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1   Upon termination or expiration of this Addendum, Contractor will confirm that all City and   End User Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will migrate the data in DB2 format.

8.2   Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any Data and providing City written confirmation that all City data has been deleted from the hosting systems.

8.3   Along with the notice described above, as defined in the applicable Statement of Work, Contractor will provide information to and cooperate with the successor and with the City to identify gaps.

8.4   Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.

8.5   Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to enable a successful transition to the new service and/or equipment, with minimal Downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

9.   SERVICE LEVELS

Not used in this Addendum. Incorporated into Agreement and Scope of Work.

10.   INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE

Not used in this Addendum. Incorporated into Agreement and Scope of Work.

11.   RESERVED

12.   COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES

Contractor will comply with all applicable laws in performing Services under this Addendum that are applicable to Contractor in its role as the provider of information technology products and Services under the Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

13. WARRANTIES, REPRESENTATIONS AND COVENANTS

13.1 <u>Services Warranty</u>. The Warranty for Consultant Services is provided in section 54 above.

Contractor's obligations for breach of the Services Warranty shall be limited to using commercially reasonable efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any material breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Addendum and receive a refund for the portion of the Services that Contractor is not able to correct or replace.

13.2 <u>No Disabling Code.</u> Contractor represents and agrees that to the best of the Contractor's knowledge and belief, the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Contractor shall exert commercially reasonable efforts, at no additional cost to City, to: (a) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (b) as needed, re-implement the Services at no additional cost to City. This representation shall remain in full force and effect as long as this Addendum remains in effect.

13.3 RESERVED.

13.4 <u>Representation of Authority</u>. Each party represents that it has the right to enter into this Addendum. Contractor represents that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Addendum. Contractor represents and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties, provided that with respect to third party Intellectual Property infringement claims, the sole remedy is the Intellectual Property Protection indemnification provision in section 18 above. Contractor represents that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This representation shall survive the expiration or termination of this Addendum.

13.5 <u>Third Party Warranties</u>. Unless otherwise specified in a Statement of Work, Consultant provides Materials and non-Consultant Services **WITHOUT WARRANTIES OF ANY KIND**. However, non-Consultant suppliers may provide their own warranties to the City.
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13.6 RESERVED.

13.7 RESERVED.

13.8   RESERVED.

13.9   RESERVED.

14.   **CONFIDENTIALITY**

14.1   Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

14.2   RESERVED.

14.3   Nothing in this Addendum shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Addendum.

15.   **PROTECTED INFORMATION**

15.1   During the course of this Addendum, should Contractor come into possession of any Protected Information, unless otherwise required by law, Contractor may not disclose this information to any Third Party under any circumstances.

15.2   Some of City's Data, Protected Information or other data may be subject to governmental regulation or otherwise may require security measures beyond those specified by Contractor for the Services (collectively, "Sensitive Data"). Notwithstanding anything to the contrary in the Agreement, Exhibit A-2, Exhibit A-3, or this Exhibit B, City agrees not to input such Sensitive Data in the Services or to otherwise provide such Sensitive Data in conjunction with the Services   unless Contractor has first agreed in writing to provide additional required security measures. City is responsible for all necessary permissions to include the Sensitive Data in the Services and City grants Contractor permission to use, store and process the Sensitive Data in the delivery of the Services.

EXHIBIT C
CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION

☒ Original COI   ☐ Advice of Renewal   ☐ Change

Party to Whom this Certificate is Issued: Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201628452-00 – Maximo Enhancements and Support

I.   MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: $100, $500, $100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:
1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees. However Waiver of Subrogation does not apply in instances of gross negligence on the part of the City, where gross negligence is defined to mean carelessness that is reckless disregard for the safety of others and/or a failure to use the slightest degree of care.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	$1,000
General Aggregate Limit:	$2,000
Products-Completed Operations Aggregate Limit:	$2,000
Personal & Advertising Injury:	$1,000
Fire Damage Legal - Any one fire:	$1,000

Any Policy issued under this section must contain, include or provide for the following:
1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy_____Project_____Location_____, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

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Minimum Limits of Liability (In Thousands): Combined Single Limit $1,000

> **Any Policy issued under this section must contain, include or provide for the following:**
> 1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
> 2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

**Excess Liability, Non Restricted Area Minimum
Limits of Liability (In Thousands)**
Umbrella Liability Restricted Area   Each Occurrence and aggregate $9,000

> **Any Policy issued under this section must contain, include or provide for the following:**
> 1. City, its officers, officials and employees as additional insureds.
> 2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
> **3. If operations include unescorted airside access at DIA, then a $9 million Excess Liability Limit is required.**

Professional Liability only as applicable Information Technology Contracts

Coverage: Professional Liability including Cyber Liability for Errors and Omissions
(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands)   Per Claim $1,000

> **Any Policy issued under this section must contain, include or provide for the following:**

1.   The insurance shall provide coverage for the following risks:

   a.   Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form

   b.   Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure

   c.   Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

2.   Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.

3   Any cancellation notice required herein may be provided by either certified or regular mail.

4.   The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured

5.   Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

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III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- RESERVED.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake. Coverage shall solely be evidenced in a Certificate of Insurance.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

EXHIBIT D – Agreement for Exchange of Confidential Information

Any exchange of confidential information under this Agreement shall be handled under the terms and conditions of the mutually executed Agreement for Exchange of Confidential Information (AECI), Agreement number HW64334, as shown below.

Agreement for Exchange of Confidential Information

IBM

The parties' mutual objective under this Agreement for Exchange of Confidential Information (Agreement) is to provide protection for confidential information (Information) while maintaining each party's ability to conduct its respective business activities. Each party agrees that the following terms apply when one party (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

a.   in writing;

b.   by delivery of items;

c.   by initiation of access to Information, such as may be in a data base; or

d.   by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

a.   use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and

b.   use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

a.   its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and

b.   any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

a.   already in its possession without obligation of confidentiality;

b.   developed independently;

c.   obtained from a source other than the Discloser without obligation of confidentiality;

d.   publicly available when received, or subsequently becomes publicly available through no fault of the Recipient;

e.   disclosed by the Discloser to another without obligation of confidentiality; or

f.   a "Public Record" subject to inspection or disclosure pursuant to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5.   Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

Any Information regarding the Discloser's future products or services is subject to change or withdrawal without notice. The development, release, and timing of any future features or functionality described for Discloser's products and services remains at Discloser's sole discretion.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6.   Import/Export

The Recipient will:

a.   comply with all applicable export and import laws, regulations, and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users, and

b.   unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations.

This section will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

7.   Termination

Either party may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

8.   General

a.   This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement.

b.   Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

c.   The exchange of Information under this Agreement does not create any joint relationship, or authorize either party to act or speak on behalf of the other.

d.   The receipt of Information under this Agreement will not in any way limit the Recipient from:

        (1)   developing, manufacturing, marketing or providing to others products or services which may be competitive with products or services of the Discloser;

        (2)   developing, manufacturing, marketing or providing products or services to others who compete with the Discloser;

        (3)   assigning its employees in any way it may choose; or

        (4)   entering into any business relationship with any other party.

    e.   Any feedback (including suggestions, data and/or written materials) provided by a Recipient of Information regarding the Discloser's products or services (or future plans about them) shall not be subject to any obligation of confidentiality under this Agreement, provided that there shall be no right to identify a party as the source of any such feedback.

    f.   Only a written agreement signed by both parties can modify this Agreement.

    g.   Both parties agree to the application of the laws of the State of Colorado to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement, including its applicable supplements, is the complete agreement regarding disclosures of Information, and replaces all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM. In entering into this Agreement, including each supplement, neither party is relying on any representation that is not specified in this Agreement. Additional or different terms in any written communication from Customer are void.

Each party accepts, on behalf of its enterprise, the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, i) any reproduction of this Agreement or a supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all disclosures of Information under this Agreement are subject to it.

Agreed to:	Agreed to:
City and County of Denver ("Customer")	**International Business Machines Corporation ("IBM")**
By _____	By _____
Authorized Signature	Authorized Signature
Name (type or print):	Name (type or print): Brent Hinkston
Title:	Title: Client Executive
Date:	Date:
Identification number:	Agreement number: HW64334
Address:	IBM address: 4700 S Syracuse St Denver, CO 80237

After signing, please return a copy of this Agreement to the "IBM address" shown above.