

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **GOVERNMENT TECHNOLOGY SYSTEMS, LLC**, a Colorado limited liability company, whose address is 352 Silver Circle, Breckenridge, CO 80424 (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor through a competitive selection for case management software for the Foreclosure Administration Program (this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City’s Clerk and Recorder (“Clerk”) or other designated personnel of the Denver Clerk and Recorder’s Office (“Agency”).
2. **DEFINITIONS**
 - 2.1. **“City Data”** means all information processed or stored on computers or other electronic media by the City or on the City’s behalf or provided to the Contractor for such processing or storage, as well as any information derived from such information. City Data includes, without limitation: (i) information on paper or other non-electronic media provided to the Contractor for computer processing or storage, or information formerly on electronic media; (ii) information provided to the Contractor by the City, other users, or by other third parties; and (iii) personally identifiable information, confidential or sensitive information, or other regulated data from such users or other third parties, including from the City’s employees.
 - 2.2. **“D(d)ata”** means information, regardless of form, that can be read, transmitted, or processed.
 - 2.3. **“Deliverable(s)”** means a tangible object, SaaS, or On-Premise Software that is provided to the City by the Contractor under this Agreement.
 - 2.4. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the City’s signature page.
 - 2.5. **“Exhibits”** means the exhibits and attachments included with this Agreement.
 - 2.6. **“On-Premise Software”** means software that the Contractor provides for the City’s use. For the avoidance of doubt, On-Premise Software does not include SaaS, though On-Premise Software may interface with SaaS.
 - 2.7. **“SaaS”** means a software-as-a-service that the Contractor hosts (directly or indirectly) for the City’s use. For the avoidance of doubt, SaaS does not include Services or On-Premise Software.
 - 2.8. **“Service(s)”** means the technology related professional services to be performed by the Contractor as set forth in this Agreement and shall include any services or support provided by the Contractor under this Agreement.
 - 2.9. **“Specifications”** refers to such technical and functional specifications for On-Premise Software, SaaS, and/or Deliverables included or referenced in an Exhibit.
 - 2.10. **“Subcontractor”** means any third party engaged by the Contractor to aid in performance of the Work.

2.11. “Work” means the On-Premise Software, SaaS, Services, hardware, or Deliverables provided and/or performed pursuant to this Agreement.

3. **SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED:** As the City directs, the Contractor shall diligently undertake, perform, and make available the technology related Work set forth in the Exhibits to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be provided and performed as stated herein and shall conform to the Specifications. The Contractor is ready, willing, and able to provide the Work required by this Agreement. The Contractor shall faithfully perform any Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

4. **TERM:** This Agreement will commence on October 15, 2024, and will expire, unless sooner terminated, on October 14, 2029 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

5. **COMPENSATION AND PAYMENT**

5.1. **Fees:** The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under this Agreement the fees described in the attached Exhibits. Amounts billed may not exceed rates set forth in the Exhibits and will be made in accordance with any agreed upon payment milestones.

5.2. **Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget as described in the Exhibits. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing their obligations under this Agreement including but not limited to personnel costs, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

5.3. **Invoicing:** The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance, §§ 20-107, *et seq.*, D.R.M.C, and no Exhibit or order form shall modify the City’s statutory payment provisions.

5.4. **Maximum Contract Amount**

5.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Thousand Dollars (\$800,000.00) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor’s risk and without authorization under this Agreement.

5.4.2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

8. TERMINATION

8.1. Either Party may terminate this Agreement, and the City may terminate a product under this Agreement, for the other Party’s material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other Party first cures such breach, or effective immediately if the breach is not subject to cure.

8.2. The City has the right to terminate this Agreement or a product under this Agreement without cause upon thirty (30) days prior written notice to the Contractor. Nothing gives the Contractor the right to perform under this Agreement beyond the time when its Work becomes unsatisfactory to the City. Notwithstanding anything to the contrary contained in this Agreement, if the City terminates this Agreement without cause, the City shall be under no obligation to make further payment(s) for any remaining subscription years, licensing fees, or support costs as outlined in the attached Exhibits once the then current annual term expires; provide that, the City shall not be entitled to any refund, unless stated otherwise in the Exhibits, for the remainder of the prepaid annual term then in effect at the time of this Agreement’s early termination without cause.

8.3. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

8.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed. Upon The City’s request or

upon termination, the Contractor shall return to the City all property placed in the Contractor's possession or control pursuant to this Agreement.

8.5. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. If this Agreement ceases to further the public interest of the City, or if the City fails to appropriate the necessary funding to continue this Agreement, the City, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest or for lack of appropriation shall not be equivalent to a City right to terminate for convenience or without cause. This Subsection shall not apply to a termination of this Agreement by the City for a breach of contract by the Contractor. If the City terminates this Agreement in the public interest or for lack of appropriation, the City shall pay the Contractor an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily delivered or completed and accepted, as determined by the City, less payments previously made.

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party 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.

11. INSURANCE

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized

to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 11.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 11.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000

per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

11.7. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

11.8. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

11.9. Cyber Liability: The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

11.10. Technology Errors & Omissions: The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION

12.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

12.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

12.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

12.5. The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by the Contractor under this Agreement (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor’s subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

12.6. The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys’ fees and related costs, incurred by the indemnified parties in relation to the Contractor’s failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation does not extend to the City’s generated content using the Contractor’s software, including any configuration or customization of the Contractor’s software by the City.

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

13. LIMITATION OF THE CONTRACTOR’S LIABILITY: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor’s indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

14. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

- 15. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES:** The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.
- 16. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 17. DATA PROTECTION:** The Contractor recognizes and agrees that: (i) City Data is valuable property of the City; (ii) City Data may include Confidential Information, protected or regulated data, and trade secrets of the City; and (iii) the City has dedicated substantial resources to collecting, managing, protecting, and compiling City Data. The Contractor recognizes and agrees that City Data may contain personally identifiable information or other sensitive information, even if the presence of such information is not labeled or disclosed. If the Contractor receives access to City Data, the Contractor shall comply with all applicable data protection laws, including the Colorado Consumer Protection Act and the Colorado Privacy Act, to the extent applicable. Other such obligations may arise from the Health Information Portability and Accountability Act (HIPAA), IRS Publication 1075, Payment Card Industry Data Security Standard (PCI-DSS), and the FBI Criminal Justice Information Service Security Addendum. At a minimum, the Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to the Contractor's performance under this Agreement. The Contractor shall also comply with the terms and conditions in the attached **Exhibit C**, Information Technology Provisions. Any Exhibit or external term hereto may not waive or modify the Contractor's legal obligations to protect City Data in compliance with applicable law under this Agreement.
- 18. SAFEGUARDING PERSONAL INFORMATION:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, including, but not limited to, first and last name, residence or other physical address, banking information, electronic mail address, telephone number, credit card information, an official government-issued driver's license or identification card

number, social security number or tax identification number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also include "personal information" as defined in § 24-73-103(1)(g), C.R.S. If the Contractor or any of its Subcontractors receives PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer and data access security, data storage and transmission encryption, security inspections, and audits. As applicable, the Contractor shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and Subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or local law.

19. SECURITY BREACH AND REMEDIATION

19.1. Security Breach: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data (a "Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City.

19.2. Remediation: The Contractor shall implement and maintain a program for managing actual or suspected Security Breaches. In the event of a Security Breach, the Contractor shall cooperate with the City and law enforcement agencies, when applicable, to investigate and resolve the Security Breach, including, without limitation, providing reasonable assistance to the City in notifying third parties. The Contractor shall provide the City prompt access to such records related to a Security Breach as the City may reasonably request; provided such records will be the Contractor's Confidential Information, and the Contractor will not be required to provide the City with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection do not limit the City's other rights or remedies, if any, resulting from a Security Breach. In addition, unless the Security Breach resulted from the City's sole act or omission, the Contractor shall promptly reimburse the City for reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist

each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach attributable to the Contractor or its Subcontractors.

20. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

- 20.1. Compliance:** The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 20.2. Testing:** The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to § 24-85-103 (2.5), C.R.S.
- 20.3. Validation and Remediation:** The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

21. CONFIDENTIAL INFORMATION

- 21.1.** "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This Agreement does not transfer

ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

21.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws and regulations. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

21.3. Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

21.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, attorneys’ fees, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section.

22. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. The City, at their reasonable discretion, may approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City’s governing bodies for approval. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City;

and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign.

23. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
24. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
25. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
26. **SEVERABILITY**: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
27. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the Services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
28. **NOTICES**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail with read receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at: Denver Clerk and Recorder, 201 West Colfax Avenue, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room

353, Denver, Colorado 80202. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by certified or registered mail to the addresses set forth herein. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 29. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Clerk as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 30. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 31. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 32. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 33. LITIGATION REPORTING:** If the Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Contractor's ability to perform its obligations under this Agreement, the Contractor shall, within 10 days after being served, notify the

City of such action and deliver copies of such pleading or document, unless protected by law, to the City.

34. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
35. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.
36. **ORDER OF PRECEDENCE:** In the event of any conflicts between the provisions in the body of this Agreement, the Exhibits, or any other attachment hereto, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no terms within any subsequent order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.
37. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any Exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. Furthermore, a grant of property or intellectual property rights to the City that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for the City's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and all other information provided by the City in such format as the City may reasonably require and permanently erase all copies thereof.
38. **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.
39. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
40. **FORCE MAJEURE:** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

41. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
42. **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 fully executed by all signatories of the City and County of Denver.
43. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to this Agreement or to Services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City's written approval. Any oral presentation or written materials related to Services performed under this Agreement will be limited to Services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
44. **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on the Contractor's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.
45. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in the main body of this Agreement; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
46. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: To the extent applicable, the Contractor shall cooperate and comply with the provisions of Executive Order 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 barring the Contractor from City facilities or participating in City operations.
47. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
48. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.

49. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Statement of Work; **Exhibit B**, Certificate of Insurance; and **Exhibit C**, Information Technology Provisions.

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Contract Control Number: CLERK-202476157-00
Contractor Name: GOVERNMENT TECHNOLOGY SOLUTIONS, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

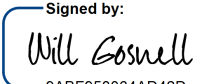
By:

By:

By:

Contract Control Number:
Contractor Name:

CLERK-202476157-00
GOVERNMENT TECHNOLOGY SOLUTIONS, LLC

By:  Signed by:
9ABF958064AD42D...

Name: Will Gosnell
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Public Trustee Foreclosure Case Management System Denver Office of the Clerk and Recorder STATEMENT OF WORK AND COSTS

1. Purpose

The State of Colorado has Public Trustees in each county for the purpose of administration and management over the statutory foreclosure process. The Denver Public Trustee is responsible for all foreclosures handled on properties located within Denver County. Foreclosure trends vary depending on the economic climate of the city, State and national economic sentiment. Additionally, the Public Trustee also conducts foreclosure auctions and processes deed of trust releases.

This SOW encompasses the required work to accomplish the ability to complete all facets of the foreclosure process dictated by Colorado Statutes for the City and as documented on the workflows attached. The City's intention is to migrate to GTS's product for a more technologically advanced product in Case Management workflow to provide increased automation and streamlined functionality, along with greater public access. In addition, there is an expectation for the GTS's product to automate many of the legacy manual processes and to streamline the administration of new file set up. The GTS's system must allow external foreclosure entities the ability to enter foreclosure filings and the Public Trustee the ability to administer the auction process for foreclosures through the integration to RealAuction.com online auction vendor and County Fusion (GovOS).

2. Project Scope

The GTS's has been awarded through the City and County of Denver Request for Proposal (RFP) process to design, develop, and implement their Public Trustee Foreclosure Case Management Solution here-in referred to as GTS's case management system for an on premise, integrated workflow based "Foreclosure Case Management System", including software, implementation services, maintenance and support, licensing, and training for the Denver Clerk and Recorder's Public Trustee Division for the administration of the statutory foreclosure process.

GTS's will be fully responsible for implementation and configuration of the solution, in compliance with all specifications within this statement of work, workflows, and exhibits contained within the statement of work. This requirement shall include all necessary integrations with existing software systems and any required data migration. The total quoted pricing inclusive of all required hardware, software, licensing, deliverables, system analysis and design, configuration, training, and knowledge transfer, required interfaces, system testing and tuning, documentation, data conversion, customizations, travel, expenses, and other professional services required to fully implement the solution documented within this scope of work as agreed upon per the RFP response.

The GTS's system must include integration into the City's real time RealAuction.com online auction vendor and County Fusion (GovOS). The GTS's system must provide:

1. Both internal and public-facing search and retrieval capabilities for data and images.
2. The calculation and collection of fees, including complete accounting integration with export and upload capabilities.
3. Interface with existing recording management system, for electronic recording (eRecording).
4. Interface with existing live auction system RealAuction.com, for online auctions
5. Image storage and document management.

The Public Trustee has chosen this technology to maximize its ability to provide a solution to electronically submit foreclosures, with the ability to submit / upload all necessary associated documents. The GTS's system will provide real time integration to the County Fusion (GovOS) and RealAuction.com online auction applications and provide the ability to supply a fully functional foreclosure process of setting up the file and complying with all statutory requirements (See Exhibit A- GTS IMPLEMENTATION SOW).

The agreed upon deliverables include:

1. Workflow analysis and process improvement
2. System customizations if required to meet the delivery of requirements
3. Requirements list management
4. Interfaces
5. System configuration and setup
6. Hardware/Network configuration support
7. System Data Conversion
8. System role-based user roles
9. Standard Reports & forms setup
10. Customized reports & forms

Architecture design / system configuration and setup must encompass the following:

1. Installation
2. Data migration
3. Operations Support Systems (OSS)
4. Customer service and technical support
5. Production and staging environment design and set up assistance
6. Program management
7. Training and mentoring
8. Configuration workflow
9. Reporting
10. User Authentication
11. On-Prem Solution

As detailed in this Scope of Work, as well as the itemized pricing (Exhibit A- GTS IMPLEMENTATION SOW), GTS's will separately procure all system software and GTS's services or system software inherent to the GTS's application for successful implementation to meet the accepted requirements. This excludes system software customary for the enterprise network.

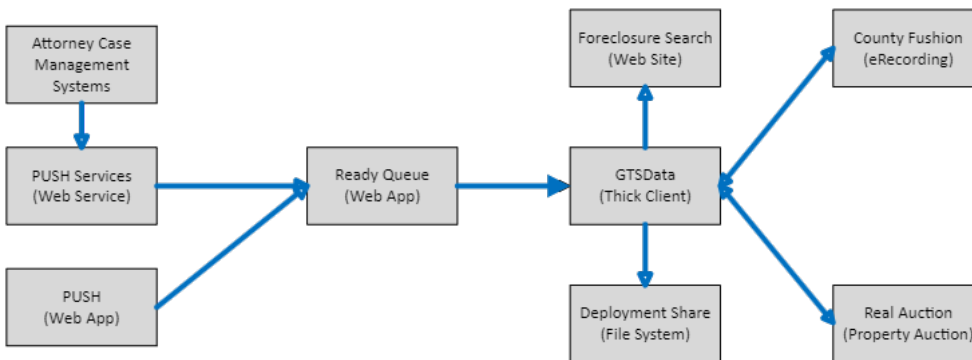
Flow Chart of Implementation

This section contains the requirements from the city and the Clerk and Recorder’s Office with the expected delivered functionality and specific deliverable expectations. There are six primary components to the replacement of the Public Trustee Foreclosure Case Management System:

1. Foreclosure Initiation - A secure web-based portal for external foreclosure entities to input all foreclosure information on a property with the ability to upload all necessary documents.
2. Online Auction – with real time integration to the RealAuction.com online auction system.
3. County Fusion (GovOS) – with real time integration to the County Fusion (GovOS) recording system.
4. Robust Web Presence - The Case Management web presence. The GTS’s system must provide an optimized web-based foreclosure search for the Office of the Public Trustee and outside entities to research all foreclosure information both current and historical within Denver County on PCs and mobile devices. The solution must include the successful retrieval and display of associated foreclosure case file information and associated documents.
5. Automated workflow that strictly adheres to the statutory requirements set forth by the State of Colorado for administration of foreclosures.
6. Integrated accounting component to manage each foreclosure file and the account for each foreclosure entity and person bidding on properties, to include fee calculations, invoicing, refunds, ability to print checks and general ledger management.

GTSDData and Associated Applications/Services

A system context diagram defines the boundary between the system, or part of a system, and its environment, showing the entities that interact with it. It will be helpful show what data is being shared between the core solution/system and 3rd party entities/systems.



Description of our Software and Services

ReadyQueue – A web-based application designed for use by the Public Trustees to accept or reject incoming foreclosure submissions from attorneys. ReadyQueue is populated with data from PUSH and PUSH Services. Public Trustee users log into the system and are presented with documents and data for their review. The documents and the data originate from attorney submitters. If a

foreclosure is complete and accurate the Public Trustee accepts the file and the data and documents are delivered through web services to our GTSDData application which is either hosted by GTS or lives on-site at the Public Trustee office. This electronic submission of files saves the Public Trustee hours of data input and greatly improves accuracy.

PUSH – A web-based system designed for use by submitting attorneys and their staff. For this version of PUSH, the original, attorneys or their staff securely log into the application and manually enter data and upload documents to be presented and delivered to the Public Trustee through the ReadyQueue. Through PUSH, attorneys can upload bids, continuances and additional documents to the ReadyQueue for review by the Public Trustee. When certain events are triggered in GTSDData, such as when an NED is recorded, emails are generated to PUSH users containing important information. Designed for lower-volume submitting attorneys.

PUSH Services – A web service-based system connected directly to the content management systems of the attorneys. PUSH Services differs from PUSH in one fundamental way: Users do not interact with PUSH Services as data and documents are delivered to the ReadyQueue through web services when certain events are triggered in the attorney’s native content management system. For example, when a file is marked as “Ready for delivery to the PT” our system automatically downloads all required data and documents to the ReadyQueue for Public Trustee review. Furthermore, PUSH Services is currently being developed to deliver bids, cures, continuances, amended mailing lists and more directly from the attorneys’ systems to the ReadyQueue. Currently in the design phase is functionality allowing for data to flow back from GTSDData to PUSH Services subscribers, such as when a sale is scheduled the sale data will populate the attorney’s content management systems. Designed for the high-volume submitting attorney.

GTSDData – A thick client-server application, authored in .NET which is either hosted or installed on-site at the Public Trustee office. GTSDData uses SQL Server as its data store and stores documents on the file system. GTSDData offers a rich set of functionality including but not limited to date calculations, legal document creation with signatures, electronic document recording, email communication, calendaring (holidays, furloughs, etc.), task assignment, overviews of all foreclosure stages, 75+ canned reports, ad hoc reporting (through SQL Reporting Services), bi-directional data flow (between GTSDData and attorney content management systems), statutory timelines, handles bankruptcies, continuances, bids, cures, custom triggers, attach emails to files, computes figures such as redemption amounts and much more. GTSDData is populated either by manual data entry or by receiving files from PUSH or PUSH Services.

Foreclosure Search Site – Every installation of GTSDData comes with a public facing web site where users can view Public Trustees’ inventory of foreclosures and their current status. Our Foreclosure Search Site offers configurable functionality such as the ability to view documents, custom attributes such as skins for the site and the use of CAPTCHA.

A deployment diagram shows where the system is to be deployed; nodes, software components, and what communication protocols are being utilized. It shows how things are connected/related.

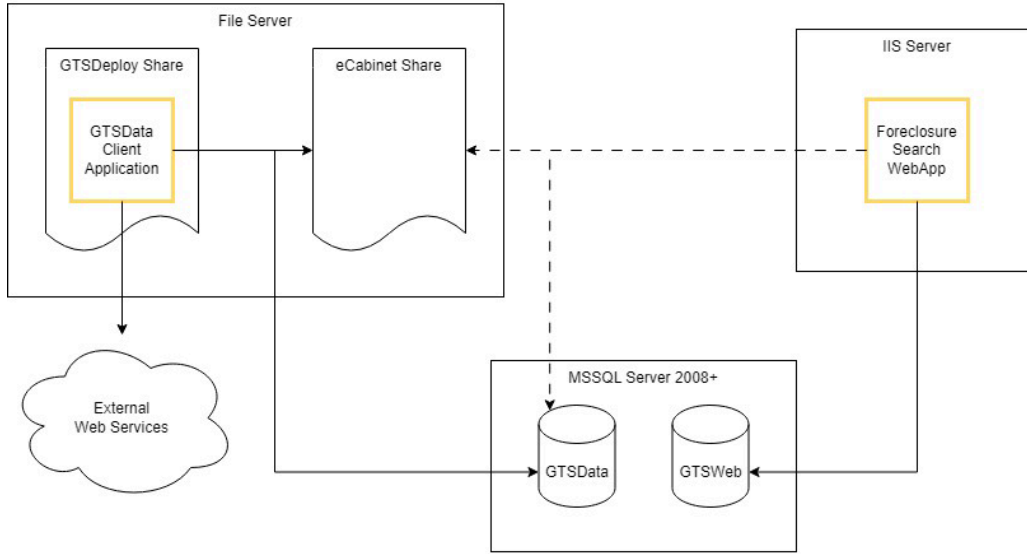
GTSDData and Foreclosure Search Architecture

GTSDData (Desktop Client) Requirements

- Windows 10 or 11
- .Net Framework 2.0 (Installed via Windows with 3.5)
- Crystal Reports Runtime Libraries (Provided)
- Microsoft Access Database Engine 2016 32-bit Drivers

Foreclosure Search (Web App) Requirements

- Server 2016+
- .Net Framework 4.8



Web Service Examples

- Retrieval of electronic foreclosures
- eRecording submissions/retrieval
- Billing Data

SYSTEM SPECIFICATIONS

The System has been designed to electronically facilitate portions of the Public Trustee foreclosure process in the State of Colorado as set forth in C.R.S. § 38-38-101 *et seq.* and other applicable state and federal laws. Specifically, the System will have at least the following functionality:

- enable Subscribers to electronically file Documents with a Public Trustee to administer the foreclosure process and serve Documents on other parties (and/or their attorneys) who are also Subscribers;
- enable a Public Trustee to either accept or reject Documents filed with a Public Trustee using the System (once accepted, Documents become the property of the Public Trustee and are stored on the Public Trustee's computer system(s));
- facilitate bi-directional flow of data and communications between a Public Trustee and the other parties to a foreclosure action (*e.g.*, once a Public Trustee inputs the foreclosure sale date into the System, the System will transmit this information electronically through the System to the other parties to the foreclosure action who are Subscribers and by mail or email to parties who are not Subscribers);
- calculate deadlines and basic fees for each individual foreclosure filed on the System;

- enable Subscribers to access, view, print, and download Documents and related Public Trustee information filed with a Public Trustees using the System;
- enable Subscribers to search select data fields for research and data recollection purposes;
- enable a Public Trustee to electronically post public foreclosure information for access by the public on a web site designated by the Public Trustee;
- provide reasonable protection to the System from computer viruses and other damaging or destructive software through at least the use of commercial virus detection software; and
- allow the PT to manually enter foreclosure cases into the System.

3. **Project Phases**

Phase 1 and Phase 2 Project Plan

- a. Project Scope for Phase 1 to begin after the execution of the contract and end on or before 12/31/2024.
 1. Work with CCD to establish IT infrastructure:
 - a. Database
 - i. SQL Server
 - b. Deployment Share
 - i. File Share
 - c. eCabinet
 - i. File Share
 - d. Foreclosure Search Site
 - i. IIS
 2. Install GTSDData on CCD Infrastructure
 - a. Establish DB connectivity
 - b. Configure deployment share
 - c. Configure eCabinet path
 - i. File Set-up
 - ii. Attorney/ Administrator Accounts
 - iii. Technical Overall: Data Fields
 - d. Deploy Foreclosure Search Site
 - i. Path to eCabinet
 - ii. Connect to databases
 - e. EPN for document recording
 - f. RealAuction.com for Sales
 - g. County Fusion (GovOS) for recordation
 3. Setup Users
 - a. Establish User Level
 - b. Obtain signatures

- c. Setup ReadyQueue users
4. Training
 - a. Identify GTSDData Power Users
 - b. Support discussions - How to contact GTS when there are questions
 - c. 80 hours of training to train after implementation to train users on each GTSDData Tab
 - d. Train users on the ReadyQueue
 - e. Train users on document recording
 - f. Train users on RealAuction.com integration
 - g. Provide manual and quick reference guides
 - h. Go Live
 - i. Post implementation follow up
 - j. Additional integrations Planning/Discussions
- b. Project Scope for Phase 2 beginning January 1, 2025 to June 30, 2025.
 5. Work with CCD IT, Public Trustee, and Clerk and Recorder IT to migrate 10-15 years of legacy data into new GTS system
 6. Implement the Public Trustee additional software customizations
 7. Implement Integration into Pitney Bowes Mailing System
 8. CCD and Clerk and Recorder IT to disable or return former case management technology infrastructure, applications, and software

4. **TRAINING, TECHNICAL SUPPORT, AND OTHER SERVICES**

GTS agrees to provide training, technical support, and other services to the PT related to the System subject to the following terms:

TRAINING.

- **TRAINING DURING INITIAL TERM.** After the Acceptance Date, GTS will provide certain training to Authorized Users on the use of the System free of charge. This training will consist of the following: (i) up to eight (8) hours in multiple face-to-face sessions with Authorized Users, which will include hands-on training using the System; and (ii) user documentation and other written training aids for the System. During the initial term of the Agreement, GTS will provide two additional training sessions to Authorized Users up to eight (8) hours each, which may be provided in multiple sessions. These additional sessions will be over the internet or telephone or, if deemed necessary by both Parties, face-to-face. These two additional training sessions will be free of charge, but the PT will pay Travel Expenses if the training is conducted face-to-face. The PT may request additional training sessions from GTS for a fee of \$200 per hour plus Travel Expenses.
- **TRAINING DURING RENEWAL PERIODS.** During any Renewal Period, GTS will provide up to eight (8) hours in multiple training sessions to Authorized Users. This training session will be over the internet or telephone or, if deemed

necessary by both Parties, face-to-face. This training session will be free of charge, but the PT will pay Travel Expenses if the training is conducted face-to-face. The PT may request additional training sessions from GTS for a mutually agree upon hourly fee plus Travel Expenses. Should the Parties be unable to agree on an hourly training fee for a Renewal Period, the hourly training fee shall be increased by three percent (3%) from the hourly training fee used in the previous term.

- **TRAINING ON NEW VERSIONS OF SYSTEM.** If GTS creates a new version of the System, GTS will provide up to four (4) hours of training in multiple sessions to Authorized Users on the new functionality of the System. This training will be over the internet or telephone or, if deemed necessary by both Parties, face-to-face. This training will be free of charge, but the PT will pay Travel Expenses if the training is conducted face-to-face. The PT may request additional training sessions from GTS related to a new version of the System for an hourly fee of \$200 per hour plus any Travel Expenses during the initial term and for a mutually agreed upon hourly fee plus any Travel Expenses during a Renewal Period. Should the Parties be unable to agree on an hourly training fee for a Renewal Period, the hourly training fee shall be increased by three percent (3%) from the hourly training fee used in the previous term.
- **SCHEDULING OF TRAINING.** All training will be scheduled at the mutual convenience of the Parties, but no later than thirty (30) days from the date of the request for training by the PT for training over the telephone or internet or sixty (60) days for face-to-face training (except for the initial face-to-face training which will be scheduled no later than twenty (20) days after the Acceptance Date).

5. **On-Premise Licensed Software Service Level (SSL) Targets.**

- **GENERAL TECHNICAL SUPPORT.** GTS will provide general technical support to the PT Monday through Friday, 8 a.m. MDT until 5 p.m. MDT except for state government holidays ("Normal Support Hours"). During Normal Support Hours, the PT can contact GTS with its general technical support questions through GTS' customer support telephone number or the GTS Website. GTS will respond to all non-emergency technical support questions within two (2) business day(s). If the PT has an emergency technical issue with the System, GTS will respond within one (1) business day. An emergency technical issue constitutes a failure of functionality of the System such that the System does not comply with the Specifications within the control of GTS (*e.g.*, a problem with the System software and not a problem with the PT's internet service provider). During the initial term, GTS will provide the PT with four (4) hours of general technical support free of charge, except the PT will pay any Travel Expenses associated with such technical support. GTS will provide additional general technical support during the initial term at \$200 per hour per person, billed in 1/10 of an hour increments plus any Travel Expenses. During a Renewal Period, GTS will provide general technical support for a mutually agreed upon hourly fee plus any Travel Expenses. Should the Parties be unable to agree on an hourly technical support fee for a Renewal

Period, the hourly technical support fee shall be increased by three percent (3%) from the hourly technical support fee used in the previous term.

- **ADDITIONAL OR DIFFERENT FUNCTIONALITY**. If the PT desires to have additional or different functionality in the System from the Specifications, the PT shall submit a written request to GTS. GTS will evaluate the PT's request and determine, at its sole discretion, whether the implementation of the requested functionality is possible and whether GTS has the time and resources to develop such functionality. If GTS elects to develop the functionality, and believes such functionality will be used by all Public Trustees using the System, GTS will develop such functionality free of charge. If GTS elects to develop the functionality, but such functionality will not be used by all Public Trustees using the System, GTS will charge the PT \$200 per hour per person plus any Travel Expenses during the Initial Term and a mutually agreed upon hourly fee plus any Travel Expenses during a Renewal Period. Should the Parties be unable to agree on an hourly fee for a Renewal Period, the hourly fee shall be increased by three percent (3%) from the hourly fee used in the previous term.
- **STATUTORILY MANDATED CHANGES**. GTS will provide updates to the System to accommodate statutorily mandated changes in the foreclosure process as set forth in C.R.S. § 38-38-101, *et seq.* free of charge as soon as reasonably possible.
- **NEW OPERATING SYSTEM**. If the PT plans to install a new version of the Microsoft Windows® operating system, the PT shall provide GTS fifteen (15) days prior written notice. Upon receipt of such notice, GTS will provide the PT with any necessary updates to make the System compatible with the new version of the Microsoft Windows® operating system prior to, or in conjunction with, the PT's installation of such operating system free of charge.
- **PILOT PROJECTS**. GTS may implement changes to the System from time to time through a process of requirement assessments and pilot projects. In such a case, PT agrees to cooperate with limited and reasonable testing, provide timely responses to reasonable requests for information or approvals, and promptly report any errors to GTS.
- **OTHER SERVICES DURING INITIAL TERM**. For any other services not set forth in the preceding paragraphs of this Exhibit and for which GTS agrees to perform, GTS will charge the PT \$200 per hour per person plus any Travel Expenses during the initial term and a mutually agreed upon hourly rate plus any Travel Expenses during a Renewal Period. Should the Parties be unable to agree on an hourly fee for a Renewal Period, the hourly fee shall be increased by three percent (3%) from the hourly fee used in the previous term.
- **SCHEDULING OF OTHER SERVICES**. All services other than those set forth above will be scheduled at a date mutually agreed upon by the Parties.

6. **GTS PRICING**

Component	Cost - Year 1	Year 2	Year 3	Year 4	Year 5	Vendor Explanation and Assumptions
Cloud/SaaS Solution						
Hardware	\$ -					
Software	\$ 300,000.00					Does not include desired integrations with GIS, Pitney Bowles, ECS, WorkDay or LockBox. These integrations, if needed, would be priced individually. Includes integrations with RealAuction, County Fusion and eForeclosure.
Implementation (e.g. Custom Development, Configuration, etc.)	\$ 100,000.00					Solely implementation. Does not include integrations. See above.
Consulting Services	\$ -					
Support/Maintenance	\$ 50,000.00					
Licensing	\$ 100,000.00					
Warranty	\$ -					
Training	\$ 50,000.00					
Subtotal	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	
Grand Total	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	This is the lump sum payment required for GTS implementation. It does not include the per file fee of \$100 per NED recorded, \$25 per NED recorded for eRecording and \$15 per NED recorded for auction integration. These fees are typically passed onto the attorney.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09-12-2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Berkshire Hathaway Direct Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102. CONTACT NAME: [Blank]. PHONE: 1-800-507-4495. FAX: 866-715-2764. E-MAIL: service@threeinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Berkshire Hathaway Direct Insurance Company, NAIC #: 10391. INSURED: Government Technology Systems, LLC, 352 Silver Cir, Breckenridge, CO 80424-8920. INSURER B: [Blank]. INSURER C: [Blank]. INSURER D: [Blank]. INSURER E: [Blank]. INSURER F: [Blank].

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUB R WVD, POLICY NUMBER, POLICY EFF (MM/DD/YY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CITY AND COUNTY OF DENVER and its subsidiaries, affiliates, agents, representatives, directors, employees, owners, officers, etc. are an additional insured on the general liability policy only in regard to work performed by the insured, per ISO endorsements CG 20 37 04 13 and CG 20 10 04 13 and CG 20 01 04 13 and CG 20 12 05 09 and CG 20 29 or equivalent. The policy contains a blanket Additional Insured provision adding Additional Insured where required by a written contract with the insured prior to the start of work. The certificate holder is named an additional insured. Waiver of Subrogation and Blanket Additional Insured provisions are contained with Form 3PG 00 01-01/21. The insurer agrees to waive our right to recover from the certificate holder to the extent required by written contract. The certificate holder has waivers of subrogation as their interest may appear (ATIMA). The policy contains a blanket waiver of subrogation where required by a written contract with the insured prior to the start of work performed by insured, per ISO endorsements CG 20 10 11 85 and or equivalent. The policy is Primary as to the losses it covers, and the insurer will not seek contribution if there is a written contract requirement between the insured and the certificate holder. Completed and Ongoing operations regarding general liability are included subject to the Each Occurrence and General Aggregate in the Commercial General Liability section for policy CP140212098P2024. The insurer will provide at least 45 days before cancellation or 10 days if for nonpayment of premium prior to when the insurer cancels and non-renews.

CERTIFICATE HOLDER: CITY AND COUNTY OF DENVER, 201 W COLFAX AVE, DENVER, CO 80202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

EXHIBIT C

INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding Information Technology Provisions (this “Exhibit”) is a material part of the Agreement between the Parties to which this Exhibit is attached. In addition to the requirements of the main body of this Agreement, the Contractor shall protect the City’s information technology resources and City Data in accordance with this Exhibit. All provisions of this Exhibit that refer to the Contractor shall apply equally to any Subcontractor performing work in connection with this Agreement. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to “Agreement” shall include this Exhibit.

1. **TECHNOLOGY SERVICES SPECIFICATIONS**

1.1. User ID Credentials: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:

1.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

1.1.2. Account credential lifecycle management from instantiation through revocation;

1.1.3. Account credential and/or identity store minimization or re-use when feasible; and

1.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

1.2. Identity Management: The City’s Identity and Access Management (“IdM”) system is an integrated infrastructure solution that enables many of the City’s services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM unless otherwise agreed upon. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.

1.3. Supported Releases: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source. This includes any of the Contractor’s controlled systems running on the City’s network, including, but not limited to, any application, firewall, or other type of physical or virtual appliances.

1.4. Updates & Upgrades: During the Term of this Agreement, the Contractor shall provide the City with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, “Upgrades”), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software. In addition, the

Contractor shall ensure that SaaS receives all updates and upgrades the Contractor provides to its customers generally.

- 1.5. Compatibility with Third-Party Software:** The Contractor acknowledges and agrees that the Work must integrate and operate compatibly with various third-party software products. The Contractor shall actively monitor and stay current on new version releases, updates, and changes made to any such third-party software that interfaces or integrates with the Contractor's Work. The Contractor shall ensure that its own products remain fully compatible with the most recent generally available versions of these third-party software components. Within ninety (90) days of the commercial release of a new generally available version of any interfacing third-party software, the Contractor shall complete all necessary testing, coding, and product updates to certify compatibility with the new version. The Contractor shall provide the updated and version-compatible products to the City at no additional cost. If the Contractor's Work is not compatible with the most current generally available third-party software versions required for operation, the City reserves the right to temporarily cease using the incompatible Work until the compatibility issue is resolved, without penalty or payment for a period of noncompliance. Under no circumstances shall the Contractor require the City to run old, non-current versions of third-party software to remain compatible with the Contractor's Work. The responsibility and costs for ensuring third-party software version compatibility shall reside solely with the Contractor.
- 1.6. Adjustment of Licenses:** The City may, at each anniversary date of this Agreement, increase or decrease the number of licenses it has purchased under this Agreement by giving written notice to the Contractor at least thirty (30) days prior to the anniversary date. The Contractor shall adjust the invoice for the next billing period based on the unit price per license specified in this Agreement. The City shall not reduce the number of licenses below the minimum quantity required under this Agreement.
- 1.7. Timing of Fees and Subscriptions:** Notwithstanding any provision to the contrary: (i) no fees for maintenance of On-Premise Software or SaaS, including without limitation for Upgrades, will accrue before Go-Live (as defined below); and (ii) no period before Go-Live will be counted against the time covered by any maintenance period. In addition, no fees for use of SaaS will accrue before Go-Live, and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. "Go-Live" refers to the earlier of Acceptance of the On-Premise Software or SaaS or the City's first use of the On-Premise Software or SaaS in production, other than a beta use or trial.
- 1.8. Performance Outside of the United States:** The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, processing, transmitting, or maintaining City Data outside of the United States. Notwithstanding anything to the contrary contained in the Agreement, the City shall have no responsibility or obligation to comply with foreign data

protection laws or polices, including, but not limited to, the General Data Protection Regulation of the European Union.

1.9. Continuity of Critical Services: The Contractor acknowledges that the Work to be performed under this Agreement is vital to the City and must be continued without interruption and that, upon this Agreement's expiration without renewal, a successor, either the City or another contractor, may continue them. The Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to complete an orderly and efficient transition to a successor. The Contractor shall, upon the City's written notice: (i) furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and (ii) negotiate in good faith to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the Work called for by this Agreement are maintained at the required level of proficiency. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after expiration that result from phase-in, phase-out operations) at the rates contained herein. The City shall have the authority extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition, and the City shall pay a proration of the subscription fee during any necessary extension.

1.10. Software Escrow: At the City's request, the Contractor shall maintain in escrow a copy of the source code and documentation for the licensed software purchased under this Agreement. With each new release of the software provided to the City, the Contractor shall maintain the updated source code and documentation in escrow. If the Contractor files for bankruptcy, becomes insolvent, or ceases operations for any reason, the City shall be provided the current source code and documentation in escrow. The City will only use the source code and documentation to support the licensed software. This Section shall survive the termination of this Agreement.

2. SECURITY AUDITS

2.1. Performance of Security Audits: Within six months after the Effective Date of this Agreement, or prior to the solution going into production, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the results of the above audits. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data

integrity audits. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof.

2.2. Security Audit Results: The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary.

3. DATA MANAGEMENT AND SECURITY

3.1. Compliance with Data Protection Laws and Policies: In addition to the compliance obligations imposed by this Agreement, the Contractor shall comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

3.2. Data Ownership: Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data. The Parties recognize and agree that the Contractor is a bailee for hire with respect to City Data. The Contractor's use and possession of City Data is solely on the City's behalf, and the Contractor shall only use City Data solely for the purpose of performing its obligations hereunder and shall not use City Data in the development of machine learning and artificial intelligence models for any purpose without the City's written consent. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement.

- 3.3. Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the applicable law and regulation as they relate to the Contractor's performance hereunder to ensure the security and confidentiality of City Data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall provide the City with access, subject to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data.
- 3.4. Response to Legal Orders for City Data:** If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. Upon notice, the City will promptly coordinate with the Contractor regarding the preservation and disposition of any City Data and records relevant to any current or anticipated litigation. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.
- 3.5. Mandatory Disclosures:** In addition to the requirements set forth herein, the Contractor shall provide the City with a copy of any disclosure the Contractor is required to file with any regulatory body as a result of a Security Breach or other incident that requires the Contractor to make such a disclosure, including but not limited to, required disclosures mandated by the Securities and Exchange Commission. If the contents of any such disclosure is protected by law, the Contractor shall instead provide the City with prompt notice that it was required to make such a disclosure along with the name of the regulatory body requiring the Contractor to make such a disclosure.
- 3.6. Data Retention, Transfer, Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies as necessary to meet its obligations hereunder. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. Upon the expiration or termination of this Agreement, the Contractor shall, as directed by the City, promptly return all City Data provided by the City to the Contractor, and the copies thereof, to the City or destroy all such City Data and certify to the City that it has done so; however, this requirement shall not apply to the extent the Contractor is required by law to retain copies of certain City Data. The Contractor shall not interrupt or obstruct the City's ability to access and retrieve City Data stored by the Contractor. Unless otherwise required by law or regulation, when

paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain City Data by shredding, erasing, or otherwise modifying the City Data in the paper or electronic documents to make it unreadable or indecipherable. The Contractor's obligations set forth in this Subsection, without limitation, apply likewise to the Contractor's successors, including without limitation any trustee in bankruptcy.

- 3.7. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, or store, City Data received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards. The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat. Upon request, the Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.
- 3.8. Background Checks:** The Contractor shall ensure that, prior to being granted access to City Data, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary 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 Agreement and applicable law, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor has access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check requirements of IRS Publication 1075.
- 3.9. Subcontractors:** If the Contractor engages a Subcontractor under this Agreement, the Contractor shall ensure its Subcontractors are subject to data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement

and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

3.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain City Data to ensure compliance with applicable law and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

4. DISASTER RECOVERY AND CONTINUITY

4.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

4.2. Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

4.2.1. A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

- 4.2.2. Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.
- 4.2.3. Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.
- 4.3. The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

5. DELIVERY AND ACCEPTANCE

5.1. Acceptance & Rejection: Deliverables will be considered accepted (“Acceptance”) only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor’s failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor’s gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its Exhibits by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City’s satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

6. WARRANTIES AND REPRESENTATIONS

6.1. Notwithstanding the acceptance of any Work, or the payment of any invoice for such Work, the Contractor warrants that any Work provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable Specifications. The Contractor warrants that any Work, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work and the use of City resources and systems. The Contractor’s warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work.

- 6.2. Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:
- 6.2.1. The Contractor shall re-perform, repair, or replace such Work in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or
- 6.2.2. The Contractor shall refund to the City all amounts paid for such Work, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.
- 6.3. Any Work delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work. The duration of the warranty for any replacement or corrected Work shall run from the date of the corrected or replacement Work.
- 6.4. **Customization Services:** The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.
- 6.5. **Third-Party Warranties and Indemnities:** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.
- 6.6. **Intellectual Property Rights in the Software:** The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii)

adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

6.7. Disabling Code: The Work will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the 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, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

7. LICENSE OR USE AUDIT RIGHTS

7.1. To the extent that the Contractor, through this Agreement or otherwise as related to the subject matter of this Agreement, has granted to the City any license or otherwise limited permission to use any of the Contractor's intellectual property, the terms of this Section shall apply.

7.2. The Contractor shall have the right, at any time during and throughout the Term, but not more than once per year, to request via written notice in accordance with the notice provisions of this Agreement that the City audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Agreement (an "Audit Request"). The Audit Request shall specify the period to be covered by the audit, which shall not include any time covered by a previous audit. The City shall complete the audit and provide certification of its compliance to the Contractor ("Audit Certification") within a reasonable amount of time following the City's receipt of the Audit Request.

7.3. If upon receipt of the City's Audit Certification, the Parties reasonably determine that: (i) the City's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Agreement ("Overuse"), and (ii) the City would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), the Contractor shall provide written notice to the City in accordance with the notice provisions of this Agreement identifying any Overuse or required Maintenance and request that the City bring its use into compliance with such use restrictions and limitations.

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