

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Licensee”) and **QLIKTECH INC.**, a Delaware corporation, whose address is 211 S. Gulph Road, Suite 500, King of Prussia, PA 19406) (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated December 13, 2018, and an Amendatory Agreement dated March 24, 2020, (collectively, the “Agreement”) to perform the technology related services described in the statement of work.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 8, examination of records, update paragraph 24, and no discrimination in employment.

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

1. Section 4 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“4. **TERM**: The term of the Agreement is from **December 31, 2018** through **December 31, 2024** (the “Term”). The Effective Date of the license shall be upon delivery of the software from Contractor.”

2. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section D. (1) entitled “**Maximum Contract Liability**” is hereby deleted in its entirety and replaced with:

“**D. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED FORTY-SIX THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS AND FORTY-FIVE CENTS (\$646,939.45)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibits A and B**. Any services performed beyond those in Exhibits A and B are performed at Contractor’s risk and without authorization under the Agreement”

3. Section 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“**8. EXAMINATION OF RECORDS:** 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 Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.”

4. Section 24 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the 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.”

5. **Exhibit A-2** is hereby incorporated herein.

6. Exhibit C, Section 11 in the Agreement is hereby deemed deleted and replaced in its entirety with the document attached hereto as Exhibit C-1.

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: TECHS-202161176-02[TECHS-201845488-02]
Contractor Name: QLIKTECH INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202161176-02[TECHS-201845488-02]
QLIKTECH INC

By: DocuSigned by:
Carole Hollingsworth
E3BEF1ADB17C41E...

Name: Carole Hollingsworth
(please print)

Title: WW Sales Finance Business Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2

Order Form

Customer:

City & County of Denver
1437 Bannock St
Denver Colorado 80202

Qlik Account Manager:

Scott Morris
scott.morris@qlik.com

Accounts Payable Contact and Address:

Edward Ziehm
1437 Bannock St
Denver Colorado 80202

Quote Number: Q-58279
Quote Date: 23 November 2021
Quote Expiration: 15 December 2021
Order Type: Renewal
Currency: USD

QLIK PRODUCTS AND SERVICES

Quantity	Charge Type	Category	Description	Unit	Annual Unit Price	Discount	Effective Price	Total Annual or One-Time Fee
1	Renewable	Subscription	Qlik Catalog	Per deployment	0.00	0.00	0.00	0.00
Total								0.00

QLIK DATA INTEGRATION PRODUCTS

Quantity	Charge Type	Category	Description	Unit	Source System(s)	Target System(s)	Total Annual Fee
12	Renewable	Subscription	RDBMS for DW Automation	Core	Microsoft SQL Server;Oracle	Amazon RDS for SQL Server;Microsoft SQL Server;Oracle	77,239.00
4	Renewable	Subscription	RDBMS for DW Automation	Core	MySQL	Microsoft SQL Server	20,684.00
Total							97,923.00

SUBSCRIPTION AND SERVICES TERMS

Start Date	Subscription Period (Months)	Payment Terms (Days)	Billing Frequency	Late Payment Interest	PO Number (If PO is not required, insert NA.)
17 December 2021	36.00	30 days	Annual Installment	1.5%	

ORDER SUMMARY

Order Total Fees Owed	293,769.00
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Support Policy

This Support Policy ("Policy") describes the current practices of Qlik with regard to its provision of Support Services and Maintenance Services for Software as defined below (collectively "Support") to customers with an Agreement ("Customer(s)"). Prior versions of this Policy were titled "Qlik Maintenance Policy" and any reference to such Maintenance Policy in any customer agreement shall be deemed a reference to this Policy. Support services for Qlik Cloud Services Offering are located in the Qlik Service Level Agreement.

1. Definitions

"Affiliate" means any entity which controls, is controlled by, or is under common control with Customer where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests of such entity, but only for so long as such control exists

"Agreement" means the written agreement for Software or services between Qlik and Customer, which includes the provision of Support.

"Authorized Affiliate" means any Affiliate of Customer that is designated by Customer as authorized to use the Software if permitted under the terms of an Agreement.

"Documentation" means the then-current user documentation for the Software, including the product metrics available at www.qlik.com/product-terms, as may be modified by Qlik from time to time.

"Error" means any verifiable and reproducible failure of Software to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Customer's Technical Contact(s) in the manner required by this Policy and ending when a member of the Qlik technical support team logs the report and responds to the Technical Contact(s) by telephone, email or through the Support Portal.

"Maintenance Services" means the release of Updates to the applicable Software, which Qlik elects to make generally available to Customers.

"Product Line" means a group of related products or items, which have common features, functions or branding, and are deployed in a common environment. For example, Professional User and Analyzer User are part of the same Qlik Sense Enterprise product line. Qlik Sense Enterprise and Qlik Sense Business are deployed in different environments and not part of the same Product Line.

"Qlik Cloud Services Offering" refers to any SaaS offering deployed on Qlik's cloud.

"Release Management Policy" means the then-current release management policy for the applicable Software as currently set forth at <http://www.qlik.com/product-terms>, and as may be modified by Qlik from time to time.

"Self-Service Tools" means the Knowledge Base (Qlik's online database of content and FAQs about the use and support of the Software), white papers, Community Forums, webcasts and other materials available in the Support Portal to Customers that are current on Support.

"Severity 1 Error" means that the Software is inoperable or not accessible in a production environment due to i) a server-side failure, but not as a result of scheduled maintenance and/or upgrades, or ii) any event beyond the reasonable control of Qlik, including but not limited to any interruption of power, telecommunications or Internet connectivity, and any failure of Customer's internal telecommunications equipment, browser or network configurations, hardware and/or third party software).

"Severity 2 Error" means that major functionality is materially impacted and not working in accordance with the technical specifications in the Documentation or significant performance degradation is experienced so that critical business operations cannot be performed.

"Severity 3 Error" means any Error that is not a Severity 1 Error or Severity 2 Error.

"Software" means the generally available release of Qlik's proprietary software in object code form, any Qlik-maintained virtual appliance, and the software API, licensed to Customer under an Agreement. Software excludes early release, technical preview,

beta, free trial or evaluation versions as well as any extensions, objects, open source projects or code made available without charge on <https://qlik.dev/> or other developer forums, and any Software which exclude Support in the terms of use. Software does not include a Qlik Cloud Services Offering.

“**Standard Business Hours**” mean from 08:00 to 17:00 (8:00 am to 5:00 pm), Monday to Friday (excluding national and bank holidays) for the Support Center in the specific geographic region to which the applicable licenses are assigned in Qlik’s records.

“**Support Portal**” means Qlik’s online support website available at <https://community.qlik.com/t5/Support/ct-p/qlikSupport>.

“**Support Services**” means the technical end user support for the Software as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or education services, Maintenance Services or any services not expressly stated in this Policy.

“**Technical Contact(s)**” means Customer’s personnel that have been identified in writing by Customer as the technical contact(s) for Customer and authorized to contact Qlik for support.

“**Update**” means: any Software enhancement, modification or Error correction made available in accordance with the Release Management Policy, which Qlik elects to make generally available to its customers as part of Maintenance Services. Updates do not include new or separate products which Qlik offers only for an additional fee to its customers generally.

2. Overview

2.1 Qlik will provide Customer with Support Services and Maintenance Services for the Software in accordance with this Policy and the level of coverage purchased by Customer (if applicable) as well as any applicable terms in the Agreement, subject to Customer’s timely payment of the applicable Support fees or subscription fees.

2.2 Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Qlik shall only apply during Qlik’s Standard Business Hours, regardless of when a support matter is reported to Qlik. By way of example, Standard Business Hours for licenses assigned to New York in Qlik’s records would be 08:00 to 17:00, Eastern Time, Monday to Friday (excluding U.S. federal and bank holidays). Times expressed as a number of “business days” include Standard Business Hours.

2.3 Any Support Services provided by Qlik hereunder will be provided in the English language or, as applicable, such other languages that may be specified on the Support Portal, which may change from time to time. The availability of Support provided in any language other than English is provided at Qlik’s sole discretion and is not guaranteed by Qlik, and will depend on the location of Qlik’s technical support personnel providing such support, including whether or not Customer is entitled to contact that particular support line based on the type of Support Services purchased and Customer’s geographic location.

3. Support Levels

3.1 Enterprise Support Coverage for Software.

3.1.1 Scope of Coverage. Customers with Enterprise Support receive support for Error determination, verification and resolution (or instruction as to work-around, as applicable) twenty-four (24) hours a day, seven (7) days a week, 365 days a year for Severity 1 Errors and during Qlik’s Standard Business Hours for Severity 2 and Severity 3 Errors.

3.1.2 Support Case Handling. Qlik will assist Enterprise Support Customers in issue analysis to determine whether or not the technical issue is related to the third-party hardware or software. In order to isolate the issue, Qlik reserves the right to request that the third-party hardware or software be removed. Qlik may in its discretion reach out to third-party vendors based on the established Technical Support Alliance Network (TSANet) to troubleshoot the issue. TSANet is a vendor-neutral global support alliance where companies work together to support mutual customers more effectively. Qlik will only engage TSANet for Customers who are using supported configurations.

3.1.3 Update Information. Customers may contact Qlik Enterprise Support for information regarding Updates performed by Customer, such as installation instructions, release documentation, and general guidance for multiple environments.

3.1.4 Qlik will use commercially reasonable efforts to respond (a) within the initial response time targets set forth in the table below for Severity 1 Errors reported by a Technical Contact to Qlik via telephone or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Qlik via telephone or the Support Portal. Qlik will respond to Customer’s Technical Contact by telephone or via the Support Portal. Severity 2 & 3 Errors will be initially logged and acknowledged by Qlik during Qlik’s Standard Business Hours in the region where the Error is reported. Provided that Customer provides Technical Contacts in other regions that are available to help troubleshoot issues, all Severity 1 Errors will be addressed and handed over between regions for as long as the Customer provides the available Technical

Contacts in such region(s). Qlik shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Qlik determines that an Error is present, Qlik will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Customer with an Update. Qlik will communicate with Customer at least with the frequency targets set forth in the table below until the Error is resolved (in accordance with Section 4 below) or a work-around is provided.

Enterprise Support Coverage		
Severity Level	Initial Response Time	Communication Frequency
Severity 1 Error	30 minutes, 24x7**	Every 4 hours, 24x7**
Severity 2 Error	1 hour*	48 Hours*
Severity 3 Error	4 hours*	Weekly*

*During Standard Business Hours

**For Software that has been announced as End of Life, Standard Business Hours apply to Response Times and Communication Frequency

4. Error Resolution and Escalation

4.1 An Error is considered to be resolved upon the earlier to occur of the following: (i) Qlik and Customer mutually agree in writing that the issue or problem is resolved; (ii) Qlik has provided Customer with an Update; (iii) a technical work-around solution is provided and is reasonable in Qlik's discretion; (iv) Customer requests that Qlik close the support case; or (v) the support case has been left open by the Customer for ten (10) consecutive business days, during which period Qlik has not received a response from any of Customer's Technical Contacts.

4.2 Exclusions. Notwithstanding anything in this Policy to the contrary, Qlik will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Qlik determines is not due to any Error or deficiency in the Software (including without limitation, issues or problems caused by stand-alone third party software products or services used in conjunction with the Software, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of the Software other than in accordance with the Documentation and the Agreement; (iii) use of the Software provided on a trial or evaluation basis or for which Customer has not paid any fees; (iv) any Errors or problems with the applicable Software that are not reproducible; (v) any Error or problem that is reported by Customer via any Qlik support telephone number or email address associated with any geographic territory other than the one to which Customer has been assigned on the Support Portal; or (vi) any Errors or problems with the Software that result from: (a) the use of the Software with software or hardware not designed for use with the operating systems approved by Qlik in the Documentation; (b) the use of the Software with hardware that does not satisfy the minimum system requirements specified by Qlik in the Documentation; (c) changes, modifications, or alterations to the Software not approved in writing by Qlik or its authorized representatives (d) use of the Software with third party operating systems, databases, data sources, network software and client applications that are no longer supported by the related product vendors, or (e) use of other than a Supported Version of the Software as defined in the applicable Release Management Policy. If Qlik does correct any of the Errors described in subsections (a)-(e) above, or otherwise provides support for a Software that is not covered by the terms and conditions contained in this Policy, such Error resolution or support will be provided only following Customer's written request and approval of all charges, and Customer will be invoiced for such support at Qlik's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Qlik has no obligation to provide support for any third party software, data, or other materials distributed or bundled with a Software.

5. Updates

In addition to its obligations under Sections 2 and 3 of this Policy, Qlik will make Updates available to all Customers with a current Agreement, when and if Qlik elects to make them generally commercially available. All Updates provided to any Customer under this Policy will be made available at Qlik's discretion, in a form of digital medium or via the Qlik Software download site. Unless otherwise agreed in writing by Qlik, Customer shall be responsible for installation of all Updates. Qlik is under no obligation to develop any future functionality, programs, services or enhancements.

6. Customer's Obligations

6.1 Customer will provide timely information and access to knowledgeable resources as reasonably required to provide Support. Qlik's support obligations shall be excused to the extent Customer fails to cooperate in this regard.

6.2 The Customer shall: (i) not request, permit or authorize anyone other than Qlik (or a Qlik-authorized partner or provider) to provide any form of support services in respect of the Software; (ii) cooperate fully with Qlik's personnel in the diagnosis or investigation of any Error or other issue or problem with the Software; (iii) be responsible for purchasing, installing and maintaining all hardware and operating systems required to use and support the Software; (v) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (vi) be fully responsible for the actions of any third party (including any Qlik-authorized partner or provider) that it allows to access any information relating to Support Services.

6.3 Customer's contact with Qlik in connection with Customer's requests for support and reports of Errors shall be solely through its Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Customer's and its Authorized Affiliates' personnel who are authorized to use the Software per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Customer and its Authorized Affiliates relating to Support Services; (iii) serve as the contact(s) with Qlik on all matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Qlik, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Customer is six (6), regardless of the number or types or quantities of licenses or subscriptions purchased for the Software. Customer shall ensure that its Technical Contacts comply with any reasonable training requirements for the Technical Contact(s) upon notification by Qlik. Subject to the previous sentence, Customer may change its Technical Contact(s) by notifying Qlik in writing.

6.4 If Qlik is unable to reproduce a problem or the solution requires modifying Software configuration parameters, Qlik may require Customer to provide remote access in order to continue providing support. Customer shall ensure that a functioning system enabling Qlik to have remote access to Customer's technical equipment is installed (subject to Customer's reasonable security measures and policies) and that satisfactory communication between the parties' computer systems is possible. Customer agrees to be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Qlik accepts no liability in connection with remote access support. A request for a remote connection will come only after other options are explored.

6.5 Customer will be responsible for primary support of any Authorized Affiliates in connection with their use of the Software in accordance with the terms of the Agreement. Customer is solely responsible for: (i) distributing all Updates to its Authorized Affiliates (where applicable); (ii) passing on to its Authorized Affiliates all support materials as appropriate; and (iii) providing software support, including operational instruction, problem reporting and technical advice to its Authorized Affiliates, in each case of (i), (ii) and (iii) above, as necessary to enable the Authorized Affiliate to continue to use the Software as authorized under the Agreement. Customer's Authorized Affiliates, as well as its contractors and third party users, may not contact Qlik directly for support of the Software, unless designated as a Technical Contact by the Customer.

6.6 Qlik supports the Software in designated operating systems as described in the Documentation and not specific hardware configurations. If Customer is running the Software on a virtual environment, Customer and the virtual environment vendor will be responsible for any interactions or issues that arise at the hardware or operating system layer as a result of the use of a virtual environment. Qlik reserves the right to request Customers to diagnose certain issues in a native designated operating system environment, operating without the virtual environment, as needed to determine whether the virtual environment is a contributing factor to the issue.

6.7 Customer is expected to use a non-production environment for development and to conduct sufficient testing before making any updates to production.

6.8 For certain services provided under this Policy, the transmission of machine logs and/or sharing of data via screen share may be required. For avoidance of doubt, Customer shall not include any business sensitive and/or personal information via transmissions relating to Support Services. Accordingly, Qlik shall not be deemed a Data Processor under EU General Data Protection Regulation (as amended) in providing support for the Software. Customer shall take reasonable measures to anonymize such data before providing the data to Qlik. However, should Qlik agree to accept any log files or other information containing personal data, Qlik will comply with Qlik's privacy policies, available to view online at www.qlik.com.

7. Additional Terms

7.1 Support is included in the subscription fee for all subscriptions and provided by Qlik. Customer is required to separately purchase Support on all perpetually licensed Software for a twelve (12) month period beginning on the delivery date of the Software (the "Initial Support Period"). In addition, Customer must maintain support across i) all perpetual licenses within the same Product Line and, ii) all licenses, whether perpetual or subscription, within the same deployment. Customer must be current on Support for all previously purchased licenses in the same Product Line in order to purchase additional licenses. In the event the Customer elects not to renew an Agreement for its perpetual licenses, the non-renewal must apply to all licenses within the same Product Line. Notwithstanding

the foregoing, any Software or subscriptions purchased as a bundle, package, or special promotion (e.g., enterprise licenses) must be supported together at a uniform level, regardless of whether such Software purchase includes multiple Product Lines.

7.2 Unless otherwise agreed in writing, Agreements for perpetually licensed Software shall be automatically renewed for successive twelve (12) month periods (each, a "Support Period") unless Customer provides Qlik with written notice of non-renewal at least forty-five (45) days prior to the end of the-current annual period. Support fees for any additional Software purchases will be prorated to achieve a common annual Support Period with existing licenses, but does not relieve Customer of its payment obligations for the remainder of the Support Period. For avoidance of doubt, Customer is responsible to pay the entire Support fee for the Initial Support Period on all additional purchases of Software regardless of any proration of Support fees.

7.3 Reinstatement of lapsed or cancelled Agreements for perpetually licensed Software will be subject to payment by Customer of (a) the then-current annual Support fees payable for the 12-month period beginning on the date of reinstatement and (b) the aggregate Support fees that would have been payable for the relevant Software during the period of lapse in the absence of termination or non-renewal, provided that (i) the combined reinstatement fees are paid within twelve (12) months after the date of the lapse and (ii) Customer pays Qlik a Support reinstatement fee equal to twenty-five percent (25%) of the total Support fees payable to Qlik for all applicable Software licensed by Customer. Reinstatement beyond this date will be at Qlik's sole discretion. Reinstatement fees may be assessed once notice of cancellation or non-renewal is provided, even if a request for reinstatement is provided prior to the expiration of the current Support Period.

7.4 Open Source. Qlik may make certain open source libraries available for use with a Software as described in the Documentation ("Qlik Libraries"). Qlik Libraries identified at <https://qlik.dev/support> are eligible for support, provided that Qlik shall only be obligated to support: (i) the most current release, (ii) Qlik Libraries which have not been changed, modified or altered in any manner except by Qlik, and (iii) Qlik Libraries used in accordance with the Documentation. Any other open source software leveraging and extending a Software (an "Extension") and released by Qlik on various online communities is supported solely by the open source community. Extensions, which are developed by Qlik's partners, including certified Extensions, are also not eligible for support under this Policy.

7.5 Qlik may elect to make certain software available free of charge for trial, evaluation or other purposes ("Freeware"). Support for Freeware, if any, will be provided at Qlik's discretion and in accordance with the license terms for such Freeware.

7.6 Support fees are payable annually in advance and subject to increase for any renewal period, provided (i) Qlik notifies Customer of such fee increase at least sixty (60) days prior to the end of the then-current Support term; and (ii) the increase does not exceed five percent (5%) of the Support fees for the then-current period. Where Customer receives support services from an authorized reseller, such support services will be provided pursuant to a separate written agreement between Customer and the authorized reseller.

8. Changes to Policy

Subject to the terms of the Agreement, Qlik reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Qlik's products and services.

9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE IS SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT. TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2021

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: philadelphia.certs@marsh.com/ Fax: 212-948-0360 CN107344508--PROF-21-22	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company Of Reading, Pa</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Co	20508	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company Of Reading, Pa	20427	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006549334-09 **REVISION NUMBER:** 9

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor/subcontracted work <input checked="" type="checkbox"/> Products/completed operations GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			5084549094	09/15/2021	09/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5084549063	09/15/2021	09/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			5084549077	09/15/2021	09/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5084549080 (AOS) 5084549113 (CA)	09/15/2021 09/15/2021	09/15/2022 09/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> PROFESSIONAL & CYBER LIABILITY			596345432 SIR: \$500,000	09/15/2021	09/15/2022	LIMIT \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #: TECHS-201845488.

County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 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 <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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