AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("**Agreement**") is made and entered into as of the date stated on the City's signature page below (the "**Effective Date**") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **SITA IPS USA CORP**, (f/k/a Materna IPS USA Corp.) a Delaware corporation authorized to do business in the State of Colorado ("**Contractor**") (collectively the "**Parties**").

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport ("**DEN**" or the "**Airport**"); and

WHEREAS, the parties entered into an agreement for Contractor to provide City with Common Use Terminal Equipment (**CUTE**) equipment, software, and maintenance and support services for processing passenger check-in operations at the boarding gate for airlines at DEN under Contract PLANE-202158763 dated July 6, 2022 (the "**Existing CUTE Agreement**") and for similar equipment and services at the check-in counters in the DEN Jeppeson Terminal location known as "**Mod 2**" under Contract PLANE-202158293 dated September 12, 2021 (the "**Existing Mod 2 Agreement**"); and

WHEREAS, the aforesaid CUTE may hereafter in this First Amendment and Exhibits be collectively referred to as the Common Use Passenger Processing System (**CUPPS**); and

WHEREAS, the Parties intend to integrate the CUPPS scope of work, equipment, software, and maintenance and support from the Existing CUTE Agreement and the Existing Mod 2 Agreement into this Amended and Restated Agreement to be administered as a single Agreement; and

WHEREAS, the Existing Agreement and Existing Mod 2 Agreement were between the City and Materna IPS USA Corp., and effective October 11, 2024, Materna IPS USA Corp. was acquired by SITA IPS USA Corp. and the new name of the Contractor is SITA IPS USA Corp.;

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. LINE OF AUTHORITY / COORDINATION AND LIAISON:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the "**CEO**"), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to DEN Business Technologies The relevant Senior Vice President (the "**SVP**"), or their designee (the "**Director**"), will designate a Project Manager to coordinate professional services under this

Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager's directions.

2. DEFINITIONS:

2.1. "**City Data**" means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City's use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement.

2.2. "**Data**" or "**data**" means information, regardless of form, that can be read, transmitted, or processed.

2.3. "**Deliverable(s)**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of the Contractor's Work that is intended to be delivered to the City by the Contractor.

2.4. "**Effective Date**" means the date on which this Agreement is fully approved and signed by the City as shown on the City's signature page.

2.5. "**Service(s)**" means the services to be performed by the Contractor as set forth in this Agreement and shall include any services to be rendered by the Contractor in connection with any goods or Deliverables.

2.6. "**Subcontractor**" means any third party engaged by the Contractor to aid in performance of the Work.

2.7. "**Work**" means the Deliverables provided and Services performed pursuant to this Agreement.

2.8. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work originally created by the Contractor specifically and exclusively for the City pursuant to this Agreement and identified in the Scope of Work or any Task Order. "Work Product" does not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work.

3. HARDWARE, SOFTWARE, SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED:

As the City directs, the Contractor shall diligently undertake, perform, and complete the Work set forth on the attached ***Exhibit A***, Scope of Work ("**SOW**") 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 performed as stated herein and shall conform to the specification of the attached exhibits (collectively, "**Exhibits**"). The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work 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. All Work shall be performed in accordance with the requirements of Attachment 1: Service Level Agreement.

4. ON-CALL SERVICES TO BE PERFORMED:

The Contractor agrees to cooperate with the City in the preparation of detailed Task Orders in accordance with the Scope of Work, and the rates, contained therein, attached hereto as ***Exhibit A***. Each Task Order shall include a detailed scope of Services, level of effort, schedule, rates, and payment schedule, including a "not to exceed" amount, specific to each the Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor's performance. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

5. TERM:

This Agreement will commence on the Effective Date, and will expire, unless sooner terminated, on July 5, 2027, (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.

6. COMPENSATION AND PAYMENT:

6.1. Budget. The City shall pay, and the Contractor shall accept as the sole compensation for Work provided, and costs incurred and paid, under this Agreement payment not to exceed the line budget amounts set forth in ***Exhibit B***. Payment shall be made in accordance with any agreed upon payment milestone set forth herein.

6.2. 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 ***Exhibit B***. Amounts billed may not exceed rates set forth in ***Exhibit B*** and will be made in accordance with any agreed upon payment milestones.

6.3. Reimbursement Expenses. There are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget in ***Exhibit B***. 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 services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

6.4. Invoicing. The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed, 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.

6.5. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

6.6. Maximum Agreement Liability.

6.6.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **Five Million, One Hundred Ninety-Three Thousand, Three Hundred Eighty-Four Dollars and Seventy Cents ($5,193,384.70)** (the "**Maximum Agreement Amount**"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor

beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

6.6.2. 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.

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.

8. TERMINATION:

8.1. The City has the right to terminate this Agreement or a product under this Agreement with cause or without cause upon written notice to the Contractor.

8.2. **Termination for Convenience.** The City may terminate this Agreement or any Task Order at any time without cause with at least ninety (90) days prior written notice to Contractor.

8.3. **Termination for Cause.** In the event Contractor fails to perform any provision of this Agreement or any Task Order, the City may either:

8.3.1. Termination this Agreement or any Task Order for cause with ten (10) days prior written notice to Contractor; or

8.3.2. Provide Contractor with written notice of the breach and allow Contractor an opportunity to Cure.

8.4. **Opportunity to Cure.** Upon receiving the City's notice of breach, pursuant to Section 8.3.2 of this Article, Contractor shall have ten (10) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 8.3.1 of this Article.

8.5. **Compensation for Services Performed Prior to Termination Notice.** If this Agreement is terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice of termination. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process.

8.6. **Reimbursement for Cost of Orderly Termination.** In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 8.2, Contractor may obtain reimbursement from the City of the reasonable costs of materials ordered prior to the notice of termination and goods, the production of which has commenced but has not been completed, and the costs of orderly termination associated with the Termination for Convenience.

8.7. **Final Invoice Upon Termination for Convenience.** Contractor shall submit a Final Invoice for all work performed (i.e. services performed, licenses issued, and goods produced) prior to the effective date of termination as provided in Section 8.5 and 8.6 above, within thirty (30) days from the Effective Date of Termination. In no event shall the total sums paid pursuant to this Article exceed the Maximum Contract Amount.

8.8. **No Claims.** Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

8.9. **Remedies.** In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. The remedies do not amend or limit the requirements of Section 12 and Section 35 otherwise provided for in this Agreement.

9. EXAMINATION OF RECORDS AND AUDITS:

9.1. 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.

9.2. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("**FAA**"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

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. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in ***Exhibit C*** ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in ***Exhibit C***. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

11.2. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

11.3. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance.

At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

11.4. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

11.5. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

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 Deliverable or Service, software, or Work Product 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.

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, special, loss or unauthorized disclosure of City Data, not to exceed two (2) 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: claims or damages arising out of bodily injury, including death, or damage to tangible property of the City. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, lost profits, lost business

opportunities, lost revenues, goodwill or anticipated savings. The Contractor maximum aggregate liability for any breach of this Agreement shall be as stated in Section 13. The Contractor's liability for any claim covered by insurance policies set forth in ***Exhibit C*** shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, indemnity obligations or breach of Contractor's security obligations. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement.

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. (2003).

15. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES:

The Contractor shall comply with all applicable existing and future laws and DEN Rules and Regulations and policies in performing the Services under this Agreement. 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. SERVICE LEVEL AGREEMENTS:

To the extent the Contractor provides service level commitments in connection with its provision of any Work purchased hereunder, the Contractor shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of the service level agreements described in ***Exhibit A***.

17. TECHNOLOGY SPECIFICATIONS:

17.1. Vendor 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 (by way of example, but not limitation: Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

17.2. Additional Products or Services. The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and

conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the SVP, or other designated DEN personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.

17.3. Reoccurring Security Audits. Prior to the Effective Date of this Agreement, 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 16/SOC 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 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. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof. 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. The Contractor will provide the City the results of the above audits. 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. 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.

17.4. Transition of Services. Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties under this Agreement. The Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All Services related to such

transition shall be performed at no additional to the City. The Contractor shall 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.

17.5. Disaster Recovery and Continuity.

17.5.1. 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.

17.5.2. 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:

17.5.2.1. 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.

17.5.2.2. 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.

17.5.2.3. 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.

17.5.2.4. 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.

18. DELIVERY AND ACCEPTANCE:

18.1. Acceptance & Rejection. Software, technology services, or other deliverables created and/or delivered pursuant to this Agreement (collectively, "**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 attachments 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.

18.2. Quality Assurance. The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor's delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

18.3. License to Deliverables. Effective upon Acceptance of each Deliverable, the Contractor grants the City a nonexclusive, royalty-free license to display, and use such Deliverable, and all intellectual property rights necessary to use the Deliverable as authorized, as necessary for the City's internal business purposes, provided the City complies with any license restrictions set forth in this Agreement

and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Deliverable unless agreed by the Parties in writing.

18.4. Incorporation of Deliverables. Upon Acceptance, each Deliverable will thereafter be subject to this Agreement's terms, including without limitation license, warranty, and indemnity terms.

19. WARRANTIES AND REPRESENTATIONS:

19.1. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, the Contractor warrants that any Work or Deliverable 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 or Deliverable, 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 or Deliverable 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 or Deliverable.

19.2. 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:

19.2.1. The Contractor shall re-perform, repair, or replace such Work or Deliverable 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

19.2.2. The Contractor shall refund to the City all amounts paid for such Work or Deliverable, 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.

19.3. Any Work or Deliverable 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 or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. Disabling Code. The Work and any Deliverables 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.

20. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE:

20.1. Compliance. The Contractor shall comply with, and the Work and Work Product 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**"). 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 Section § 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 Product, Service, or Deliverable 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 fulfil 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 fulfil 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, rules, policies, publications, and guidelines. 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, loss, or costs arising out of the

Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

22. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("**SSI**"), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

23. DATA MANAGEMENT, SECURITY, AND PROTECTION:

23.1. Compliance with Data Protection Laws and Policies. The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply 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 and, *when applicable*, the most recent iterations of § 24-73-101, *et seq.*; C.R.S., IRS Publication 1075; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard ("**PCI- DSS**"), and the Minimum Acceptable Risk Standards for Exchanges (collectively, "**Data Protection Laws**"). 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. The Contractor shall comply with all rules, policies, procedures, and standards issued by Denver International Airport and the DEN Business Technology section.

23.2. Safeguarding Protected and Sensitive Information. "**Protected Information**" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73- 101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the

Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "**Third-Party Service Provider**" as defined by § 24-73-103(1)(i), C.R.S.

23.3. 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 Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of 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 not engage in "**data mining**" except as specifically and expressly required by law or authorized in writing by the City. 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 obtained in connection with the services provided herein. The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. 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, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. 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. The City retains the right to use the Work to access and retrieve data stored on the Contractor's infrastructure at any time during the Term. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

23.4. 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. 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.

23.5. Data Retention, Transfer, Litigation 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 consistent with the City's data and record retention policies. 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. The Contractor shall not transfer or maintain data under this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request, at no additional cost to the City, that the Contractor preserve such data outside of record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. 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 Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Contractor and its third-party services providers must develop and maintain a written policy for the destruction of such records.

23.6. 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, store, or generate data and information 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.

23.7. Background Checks. The Contractor shall ensure that, prior to being granted access to Protected Information, 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 Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("**FTI**") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552(a), *et. seq*., related to federal tax information.

23.8. Subcontractors and Employees. If the Contractor engages a Subcontractor under this Agreement, the Contractor shall impose 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 Protected Information 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 confidentially 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.

23.9. Security Audit Access. The Contractor shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this Agreement. Such access and information shall include an annual SSAE 16/SOC 2 audit, or an alternative audit recommended by the City, and the Contractor shall comply with the City's annual risk assessment and the results thereof. 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.

23.10. Unauthorized Data Disclosure.

23.10.1. 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, Protected Information, or other data maintained or provided by the City ("**Security Breach**"), the Contractor shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. 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. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

23.10.2. Cooperation. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. Unless the Contractor can establish that neither it nor any of its agents, employees, assigns, or Subcontractors are the cause or source of the Security Breach, the Contractor shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by,

accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.

23.10.3. Reporting. The Contractor shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Contractor has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Contractor has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

23.10.4. Costs. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Contractor will promptly reimburse the City in full for all 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 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.

23.10.5. Remediation. After a Security Breach, the Contractor shall take steps to reduce the risk of incurring a similar type of Security Breach in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. The City may adjust or direct modifications to this plan, and the Contractor shall make all reasonable modifications as directed by the City. The City may, in its sole discretion and at the Contractor's sole expense, require the Contractor to engage the services of an independent, qualified, City- approved third party to conduct a security audit. The Contractor shall provide the City with the results of such audit and evidence of the Contractor's planned remediation in response to any negative findings. Implementation of corrective actions to remedy the Security Breach and restore the City's access to the Work shall occur within five (5) calendar days of the date the Contractor becomes aware of any Security Breach.

23.11. 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 Protected Information or other data in specific ways to ensure compliance with Data Protection Laws 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 confidentially 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.

24. DEN SECURITY:

24.1. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

24.2. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

25. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in the attached Appendix: Standard Federal Assurances.

26. 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.

27. 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. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. MWBE; PAYMENT OF PREVAILING WAGE:

32.1. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "DSBO Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO"): No DSBO program applies to this Agreement.

32.2. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City- owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

32.2.1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

32.3.1. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

32.3.2. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits

may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

32.3.3. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

33. 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.

34. 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.

35. 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, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at:

Chief Executive Officer
Denver International Airport
8500 Pena Blvd., 9th Floor
Denver, CO 80249

With a copy to:

Denver City Attorney's Office DEN Legal

8500 Pena Blvd., 9th Floor
Denver, CO 80249

Notices hand delivered, sent by overnight courier, or electronic mail are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. 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.

36. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106. 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.

37. 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).

38. BOND ORDINANCES:

This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

39. 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.

40. 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.

41. 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.

42. 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.

43. ORDER OF PRECEDENCE:

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

Appendix: Standard Federal Assurances
This Agreement
Exhibit A Scope of Work
Exhibit B Rates
Exhibit C Insurance

44. 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.

45. INUREMENT:

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

46. 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.

47. 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.

48. 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.

49. CITY EXECUTION OF AGREEMENT:

49.1. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

49.2. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

50. 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' 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.

51. 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 appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

52. 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; or that conflicts with this provision in any way shall be *void ab initio*.

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

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.

54. ATTACHED EXHIBITS INCORPORATED:

The following attached exhibits are hereby incorporated into and made a material part of this Agreement:

Appendix: Standard Federal Assurances This Agreement
Exhibit A
Exhibit B
Exhibit C

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202577652-01 / LEGACY-202158763-01
Contractor Name: SITA IPS USA Corp

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: PLANE-202577652-01 / LEGACY-202158763-01
Contractor Name: SITA IPS USA Corp

By: Signed by: Harihar Subramanian DEB94BE7F01643C...

Name: Harihar Subramanian
(please print)

Title: Asst. Tr.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, **regardless of whether or not the contracts are federally funded**. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, "Sponsor" means The City and County of Denver, Department of Aviation, and "Contractor" or "Consultant" means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on June 19, 2018

GENERAL CIVIL RIGHTS PROVISIONS

Clause that is used for Contracts:

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.1, Issued on June 19, 2018

Clause that is used for Lease Agreements or Transfer Agreements:

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.2, Issued on June 19, 2018

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

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

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

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or

indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.1, Issued on June 19, 2018

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program:

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be

amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.3, Issued on June 19, 2018

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.4, Issued on June 19, 2018

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.5, Issued on June 19, 2018

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A17.3, Issued on June 19, 2018

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A20.3, Issued on June 19, 2018

For additional information, please refer to:
https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000

EXHIBIT A

CUPPS SERVICES
STATEMENT OF WORK

TABLE OF CONTENTS

DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000

1. OVERVIEW

One major factor in the success of DEN's operations is its Common Use Passenger Processing System (CUPPS) environment. Common Use Passenger Processing System (CUPPS) is an IT solution that enables multiple airlines to use existing airport infrastructure (computer hardware, peripheral equipment and local area networking) to control passenger and flight processing through each airline's own host systems. The Common Use Terminal Equipment (CUTE)/Common Use Passenger Processing Systems (CUPPS) environment provides airlines the ability to process passengers in the Jeppesen Terminal and/or at the passenger boarding gates on the concourses. This includes – but is not limited to - the following airline business capabilities:

- Passenger Check-in
- Scan and verify identity documents
- Change Seat Assignments
- Print Passenger Boarding Passes
- Print Passenger Bag Tags
- Scan Passenger boarding documents
- Print Flight Paperwork

2. STATEMENT OF WORK

This statement of work will cover licensing, support, and maintenance of all CUPPS workstations located in the Main Terminal, International Arrivals, Airline offices and all Concourses as well as all mobile workstations (commonly referred to as COWS – Common Use on Wheels)

1. Licensing

Subject to the terms and conditions of this Agreement, Contractor will grant DEN all licenses necessary for both parties' performance of this Agreement.

2. Support for CUPPS System

    a. Service Manager

Contractor shall provide an on-site Service Manager to oversee the CUPPS service at DEN. The Service Manager has a central role in delivering the service and their main tasks are as follows:

- Central contact person for the entire service
- Supports the definition and establishment of service and capacity Key Performance Indicators (KPIs) and their measurability

- Ensures the monitoring of the necessary components.
- Coordinates the transfer of projects and changes into regular operation.
- Coordinates analysis after critical failures
- Performs Service Level Agreement (SLA) Analysis and provides regular Reporting
- Oversees change management procedures following DEN Change Approval Board (CAB) requirements
- Runs or participates in Service Review Meetings
- Central role in CSI (Continual Service Improvement)
- Contact person for incident escalations
- Ensures service levels are achieved
- Regularly communicates with the DEN Service Manager regarding status of projects, preventative maintenance, support, and other items as needed.

b. Help Desk

Contractor shall utilize their own Service Desk to receive and manage the calls from airline personnel. DEN's IT Help Desk number – 303-342-2012 - will forward to the contractor's help desk through an option on the menu. The representative on the help desk will request information from the caller and then dispatch technicians to the location where technical support is required. The help desk will record the call in the incident management system for tracking and statistical analysis. The primary objective of the Service Desk is to provide a 24/7 single point of contact between the airline and the contractor's services. Service Desk and Technicians/System Administrators herein are to be provided by Contractor unless otherwise specified by DEN.

The responsibilities of the Service Desk team are:

- Generating an incident ticket with corresponding escalation procedure, priority, problem description, classification, affected services, location of incident, airline(s) affected, contact person with phone number, e-mail address, etc.
- Escalation of incidents to the on-site Level 1 (L1) team for immediate investigation and resolution.
- Ensuring that L1 team responds to incident using agreed SLA timelines
- When tickets are escalated to Level 2 (L2) or Level 3 (L3), incident tickets are updated, systematically.
- Closing all resolved incidents
- Updating the contractor's knowledge base with any helpful information found during troubleshooting, investigation, and resolution.
- Calls from DEN will be prioritized above all other customers and answered without the call going to voicemail.

DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000

The flow-chart below outlines the escalation path depending on the priority of the incident:

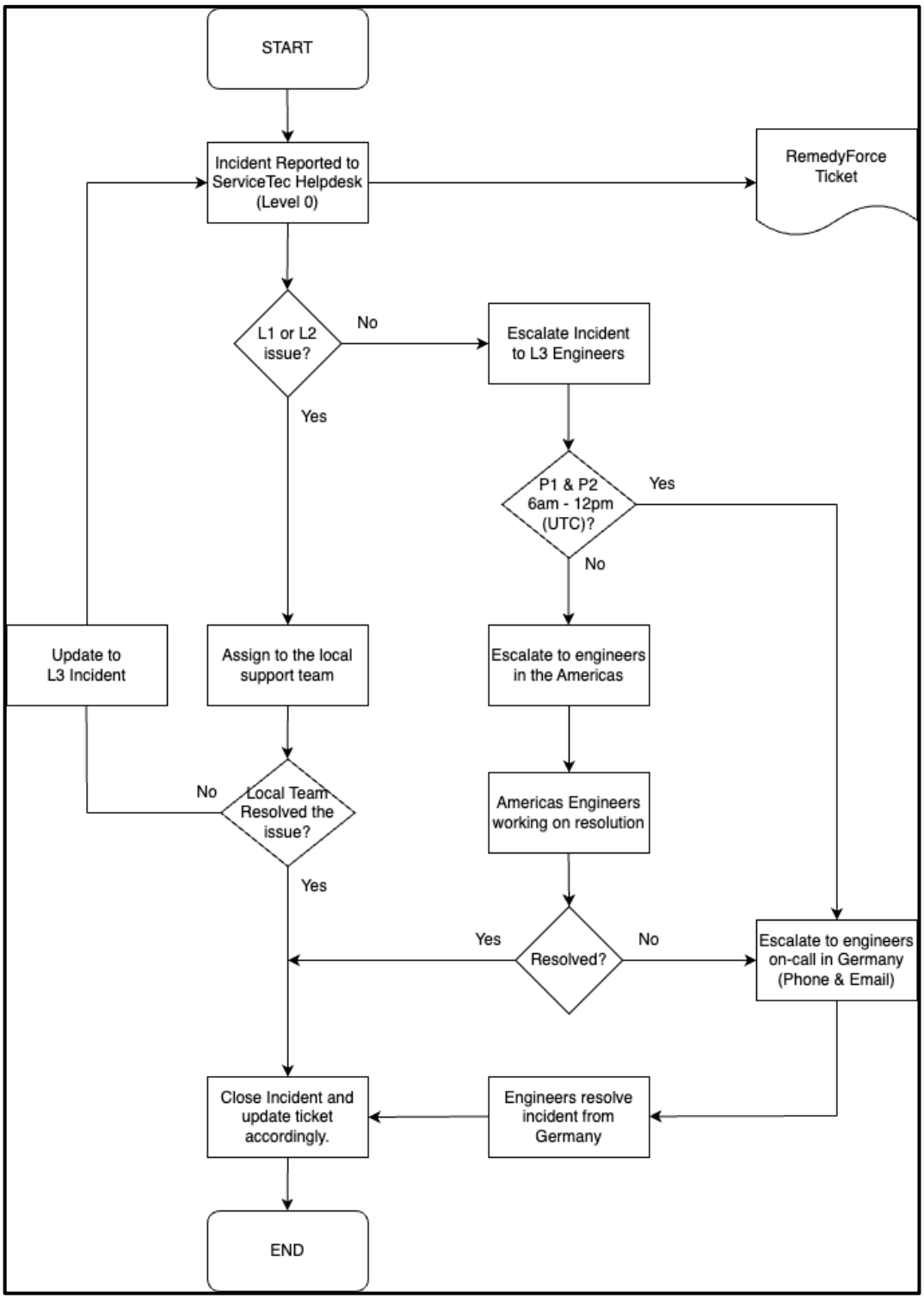

Figure 1: Escalation low for Incidents

c. Level One Support

Level one Support will be provided on site 24x7x365 by a team of on-site technicians and systems administrators. Level one support provides basic on-site support at the incident location, when notified by the contractor's Service Desk – including basic troubleshooting, performing break/fix procedures, ticket routing, and escalation to L2 and L3 support.

d. Level Two Support

Level 2 Technicians offer comprehensive technical assistance to DEN and airline personnel during and after incidents. Seasoned and well-versed, these technicians evaluate issues and deliver resolutions for matters beyond the scope of Level 1 technicians. L2 technicians specialize in System Administration support and software support, especially related to CUPPS. They collaborate with Level 3 technicians as needed and primarily address break/fix scenarios, configuration challenges, troubleshooting, software setup, and hardware repairs.

Included in Second Level Support:

- Incident escalations from level one
- Proactive system/platform/services management
- Analysis of trends / performance management
- Identification, location, documentation and tracking of common and structural faults and issues.
- Fault/incident prevention
- Documentation
- Data backup & recovery
- Patch management for basic cloud services

e. Level Three Support

Level 3 Engineers provide expert knowledge and service support, generally at an off-site location, supporting the onsite L1 and L2 Technicians, 24x7x365. L3 support Engineers are experts in software troubleshooting that have been escalated from L1 and L2 support teams including configuration, database administration, repair of servers, network, infrastructure, email/file shares and other infrastructure as well as software issues. L3 Engineers attempt to duplicate problems and define root causes using product design, code, or specifications - and can deploy solutions to new problems if needed. Once identification of the root cause occurs, new fixes are provided with documentation used by L1 and L2 Technicians. These specialists are highly skilled product professionals and include engineers who are involved in the creation of the product and service. If needed, these L3 Engineers may provide onsite support when needed for more complex issues.

f. Cloud Server/Workspace Support

Contractor shall provide support for any issues with the hosted services in the cloud – including server, workspaces, virtual firewalls and cloud networking appliances.

g. Request Management

Contractor shall have a process to accept, document and implement requests from DEN – such as building out of additional CUPPS workstations, movement of workstations, deployment of new/replacement hardware, etc. – in a reasonable and mutually agreed-upon timeframe.

h. Airline Application Updates

Airline applications updates shall be implemented by the contractor as soon as they have been certified by the contractor's certification laboratory and approved by the airline to be deployed. The contractor must use DEN's change management processes and avoid any airline operation disruptions by making sure the updates are tested fully before and after installation. The contractor must also ensure the local airline station manager and/or shift supervisors are aware of and agree with the deployment schedule. Wherever possible, the previous version of the airline's application should remain on the system as a fallback option if the airline personnel experience issues with the new application version.

DEN will provide the Service Manager and L2 Technicians with DEN accounts to update the Change Management System used by DEN.

i. Onboarding of New Airlines onto the System

Contractor shall provide support and coordination for onboarding any new airlines at DEN. This includes working with the airline to set up connectivity and implementing the airline's applications on DEN's CUPPS instance. Contractor shall assist with fully testing all aspects of the airline's applications. Where possible, the new airline's system shall be installed and be ready for testing 3 weeks prior to the airline's inaugural departure from DEN. Contractor may charge airlines a standard, industry accepted, fee for application certification if they are not currently on the Contractor's system. However, the Contractor will refrain from entering into additional agreements directly with DEN airline partners as it pertains to Common Use (CUPPS) at DEN without written consent from DEN. Onboarding of the airline is exclusive of airline internal training.

j. Offboarding Airlines from the System

Within a reasonable and agreed-upon timeframe, the contractor shall fully off-board any airlines that permanently stop operating at DEN – including, but not limited to:

- Removing/disabling the airline login and removing their associated applications from the platform
- Disconnecting any VPN or physical connection the airline has to the CUPPS system at DEN

k. Support for Physical Airport and Network Modifications

DEN is a very dynamic facility – with regular changes occurring to accommodate the growth of traffic volumes, numbers of destinations served, growing percentages of international passengers and new and emerging technologies. As such, the CUPPS contractor shall provide reasonable assistance related to physical changes at DEN – including – but not limited to - ticket counter moves, common use gate changes – whether temporary or permanent, millwork updates, etc. This also includes assistance related to any networking changes that may be needed due to the refresh or repair of networking equipment and/or cabling.

DEN will work with the Service Manager to ensure the required schedule to complete this work is in place the month before the required work to ensure staff schedules have been modified and coverage is in place, especially if this work is after hours.

3. PREVENTIVE MAINTENANCE

The contractor's on-site technicians shall provide regular preventative maintenance services on the CUPPS system and attached peripherals. The expected results of these actions are to lower incidents of failure and therefore, less potential disruption to the airline partners throughout the airport's terminal and concourses. Additionally, active, and intentional preventative maintenance work results in cost savings, with a reduced incidence of equipment breakdown and corresponding repair expense for DEN. While preventative maintenance services are being performed, technicians will ensure that the airline clients receive a high level of customer care. The contractor shall document these PM activities and regularly provide copies of the documentation to DEN.

The following Preventative Maintenance tasks will be performed by the contractor on all CUPPS workstations at DEN:

- Daily Automated Checks
  - Automatic daily test
  - Ensure workstations are logged off.
- Weekly Checks

  - Clean all peripherals inside and outside
  - Cleaning of mechanical parts as needed
  - Clean thermal printer print-heads
  - Test for normal operation
  - Dust and remove debris from cabinet
- Monthly Checks
  - Blow dust away from and beneath keys on keyboards
  - Remove and clean keys (detergent & water – NOT alcohol) clean MSR / OCR.
  - Inspect unit and cabling for damage / worn parts.
  - Calibrate equipment for quality and alignment.
  - Replace print head, if necessary.
  - Clean dust from vents on computers
  - Monitor: Check general condition & clean when necessary. Clean dust from vent holes.

4. CLOUD HOSTING SERVICES

Hosted solution must be supported by a minimum of two separate cloud data centers and have redundant network connections to DEN's network.

Hosted solution must provide the ability to access an alternate route to leverage the DEN data network for access by endpoint workstations.

Hosted solution must have a defined and acceptable (to DEN) upgrade and patching process.

Hosted solution is to have regular backup and disaster recovery options enabled and configured.

5. COMMUNICATION SERVICES (I.E., LEASED LINES)

The Contractor shall provide two dedicated redundant 1gbps links for connectivity between DEN and the CUPPS cloud hosting.

The Contractor will monitor the health of any/all leased lines stood up for the CUPPS connectivity between DEN and the cloud-hosted system – and report any issues to the DEN IT Help Desk promptly.

Costs associated with the leased lines for cloud connectivity will be the responsibility of DEN and included in Contractor’s invoicing. Leased line services will be assumable by DEN in the

event the Contractor ceases doing business with DEN.

6. SYSTEM MONITORING

The contractor shall monitor all aspects of the CUPPS system – including, but not limited to:

- Endpoint Workstation/Peripheral health
- Cloud server health
- Workstation virtual workspace health
- Airline connection health
- Cybersecurity vulnerability and intrusion detection monitoring

Monitoring shall also include alerts sent to the Contractor's Operations Center who manages the alerts for prompt attention.

A summary of the system monitoring activity and any outages shall be provided to DEN on a regular, agreed-upon interval or as requested.

7. INFORMATION SECURITY

Where it does not conflict with the airline / IATA standards and practices, or interfere with the usability of the system, The solution must follow security industry best practices and meet DEN guidelines, including but not limited to:

- Two factor authentication
- Single Sign On using an acceptable industry standard SSO solution.
- Physical access, i.e. preventive and detective access controls and reporting mechanisms, ensuring a timely and reliable process for notifying DEN of any breach; ensure that access controls are strictly enforceable and auditable.
- All log entries shall be time and date stamped.
- Connectivity to any web interface will be HTTPS encryption based.
- Ensure data confidentiality, including protection from unauthorized access, while:
    - In transit – ensure that all other data is encrypted beyond the reasonable threat of a successful brute force attack, or comparable risk-based mechanisms.
    - At rest – ensure that DEN data in databases will not be compromised.
- Compliant with NIST 800-171 NIST Guidelines (application and hosting data center) or other applicable standards appropriate for protected information that will be contained within the stored data, and can produce audit results to DEN.
- Contractor must meet or exceed storage and conditions standards set by the City of Denver with regards to the use, storage and protection of public records.

- Ensure application audit capabilities – implement date-time stamp, or other mechanism sufficient to provide an audit trail for identifying critical data and resource application activity, and the reporting of unauthorized intrusions and activity or attempted breaches.
- Contractor must maintain and share with DEN a disaster recovery (DR) plan that outlines steps that will be taken in the event of a ransomware attack to ensure continuity of services. The plan must include, but not be limited to, the following information:
    - Process for data recovery
    - SLA to provide restoration of services
- The Contractor's solution for system security, including but not limited to; end-point detection and response agents, vulnerability scanning agents, and baseline security configuration shall be coordinated with and approved by DEN. DEN is currently utilizing specific software/systems:
    - CrowdStrike to provide end-point detection and response
    - Provide vulnerability scanning services and the preference is for the Vendor solution utilize these components. As part of the implementation process the Vendor shall facilitate a system security workshop with DEN stakeholders to coordinate a security solution that is acceptable to DEN.
- The Contractor must maintain policies and / or procedures for cybersecurity incident management for the proposed solution that outline the acceptable and preferred methods to receive reported cybersecurity incidents from customers (such as DEN), an outline of the response plan the Vendor executes upon receiving reported incidents, and a prioritized timeframe for vulnerability remediation.
- As part of their security program, the Contractor must attest that they subscribe to National Cyber Awareness System's or equivalent current activity announcements (managed by US-CERT) https://www.cisa.gov/uscert/ncas/current-activity and to all updates to the Known Exploited Vulnerabilities Catalog produced by CISA https://www.cisa.gov/known-exploited-vulnerabilities-catalog, and agree to remediate any reported vulnerabilities reported through these information channels by the timelines specified by CISA (if they apply to the solution in use at DEN).

8. SYSTEM ACCESS, AUDIT AND ARCHIVING

- The Solution will store Sensitive Security Information as defined by DEN applicable media classification, handling, and disposal standards or policies.
- The system must meet all applicable regulations and policies for handling DHS/TSA data. To secure this data, the solution shall provide the following access capabilities:
- Provide method(s) for the Contractor's system administrator to view and maintain user profiles such as: add new users, modify, and delete user profiles.
- In addition to data access restrictions, other restrictions include: read-only, or edit.
- Groups and roles within groups will reflect the organizational structure for the purposes

of position hierarchy, position assignments, access, alerts and workflow.
- Administrative ability to manage users, groups, and role associations.
- Define user access controls by group and user.
- Pre-defined set of roles that are used to control access to certain functions.
- All log entries shall be:
    - time and date stamped
    - identify who made the entry
    - identify who made edits
    - provide full event and auditing logs
    - track all system changes, log entries, coding, mods, etc.
    - show changes to a template/form in an audit trail.
- Provide the ability to set rules for archiving / purging
- The system informs users if they have lost connectivity.
- The system maintains synchronized log views between application instances to ensure all associated entry data (including presence within a log view) is accurately reflected in near real-time.

9. AIRLINE CONNECTIVITY

The contractor shall work with each airline to establish and maintain connectivity between the contractor's platform and the airline's back-end applications. The goal is to have all airlines connected directly to the contractor's cloud-hosted system. The contractor will work with DEN and each respective airline's IT team to migrate any remaining on-premises airline connections to a direct cloud connection. Costs associated with the airline's cloud connectivity shall be the responsibility of the Contractor or the airline – unless specific agreements have been made for DEN to cover this cost.

10. CHANGE MANAGEMENT PROCEDURES

Contractor will utilize DEN's formal Change Management process when making any changes to the CUPPS system. This must include – but may not be limited to – using DEN's Service Now Change Control system to submit Change Requests. Changes must be approved through that change control process before they can be implemented. A copy of the change management procedure will be provided to the Contractor for reference.

11. REPORTING SERVICES

The contractor shall provide reporting functionality to DEN. The following canned reports should be provided – as well as ad-hoc reporting capabilities:

- System usage in hours by airline, workstation
- Bag Tags printed by airline, workstation
- Boarding passes printed by airline, workstation
- DCP pages printed by airline, workstation
- Boarding passes scanned by airline, workstation
- Passports/IDs scanned

12. INVENTORY CONTROL OF SPARE PARTS

Contractor shall maintain an accurate inventory count of all CUPPS workstation spare parts in their possession – and share this inventory information with DEN as needed or requested.

If contractor requires additional products for their spare parts store, they must formally request the items and quantities via email. A chain-of-custody document must be signed by both parties when items are handed over in either direction and kept on file by both parties.

DEN is the owner of all CUPPS equipment and associated peripherals and will purchase new equipment as needed based on warranties, appropriate refresh cycles, and to replenish stock as needed.

13. DOCUMENTATION

Contractor shall provide the following documents to DEN. These documents should be regularly updated as needed – and any updated versions should also be provided to DEN.

- Nodelist of all CUPPS Workstations
- As-Built System Architecture Document
- Roles and Responsibilities (RACI chart)
- Standard Operating Procedures

14. SERVICE REVIEW MEETINGS

The service manager will coordinate meetings between the parties on a regular basis to coordinate, detail, implement and control the operational processes. Service review meetings for this service are to be held monthly unless a different interval is arranged between parties. The aim of these meetings is to discuss and evaluate the achievement of the service levels for the past period and to develop measures for service improvement. Another goal is to coordinate planned activities of the parties involved and capacity planning for the coming period.

15. PLATFORM UPGRADES

DEN will be entitled to any and all upgrades, patches, hotfixes, and other software releases to the Contractor's CUPPS platform during the term of the agreement under the applicable software subscription and support agreement.

16. OTHER SERVICES

Contractor will provide time and materials professional services as needed for key projects or enhancements based on agreed upon statements of work and associated pricing, if needed.

17. SERVICE LEVEL AGREEMENTS

1. **Service Level Agreement (SLA) Definitions and Measurements**
   a. "Minor Default" is deemed to occur when Contractor's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.
   b. "Major Default" is deemed to occur when Contractor's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.
   c. "Scheduled Downtime," means the planned downtime, of which Contractor has notified Customer at least 72 hours in advance.
   d. "Service Level Agreement" or "SLA" means the service levels as defined by production uptime as more fully described in Section "Service Level Measurement", below.
   e. "Service Level Default" means that Contractor's performance fell below the established SLA during a measurement period.
   f. "Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.
   g. "Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.
   h. Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable.
   i. The SLA's set forth in this Exhibit shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

2. **Exceptions**

The following items will not be considered as a part of the calculation of Service Level Credits and Contractor will be relieved of responsibility for SLAs and associated Service Level Credits to the extent Contractor's failure to meet the SLA(s) is determined by the parties, to be due to:

a. Force Majeure Events as defined in the Agreement
b. Outages resulting from mutually agreed upon Scheduled Downtime
c. Outages arising from Customer's network being inaccessible
d. Domain Name Server (DNS) issues outside of the direct or contractual control of Contractor
e. Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of Contractor), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct
f. Internet outages, or other third-party infrastructure outages which hinder access to Contractor's environment
g. Outages requested by Customer
h. Changes by Customer, or its agents, to Customer's environment which are not communicated to Contractor, and which adversely impact Contractor's ability to perform the Service.
i. Inability of Customer to log-in due to Customer's failure to provide authentication stores to control authentication.

3. Service Level Measurement

a. Service Area**:** Production Uptime
b. Measurement: For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable, divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point-in-time that such unavailability is or reasonably should have been detected by Contractor.

   (Uptime % = [1- - (downtime / Production) * 100%]).
   For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is [1-(200/43,200)*100%] = 99.5%

c. Target Service Level: Production Uptime is greater than or equal to 99.95%
d. Minor Default: Production Uptime is less than 99.95% but greater than or equal to 99.5%
e. Major Default: Production Uptime is less than 99.5%
f. Measurement Period: Measured on a monthly basis. Contractor will measure the uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the of the request.

4. Service Level Credits

a. Minor Default = credit of eight (8) additional days of the Service as an extension of the term of the Agreement.
b. Major Default = credit of thirty days (30) additional days of the Service as an extension of the term of the Agreement.
c. Scheduled down time is greater than 2 hours per month = credit of five days (5) additional days of the Service as an extension of the term of the Agreement; scheduled down time would not be considered a Minor Default for purposes of Service Level Credit.

18. SUPPORT RESPONSE TIMES

1. Non-Critical Support

System performance or bug affecting airline users that does not prevent using the system.

- Acknowledgement Time: 30 Minutes
- Response Time: 60 Minutes
- Restoration Time: 24 hours unless otherwise negotiated with DEN Service Manager.

2. Critical Issue

System performance or bug affecting a specific airline or all airline users that prevents using the system.

- Acknowledgement Time: 5 Minutes
- Response Time: Within 15 Minutes
- Restoration Time: 60 Minutes unless otherwise negotiated with DEN Service Manager.

19. PROJECT CHANGE CONTROL PROCEDURE

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

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

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

EXHIBIT B

IPS intelligent passenger solutions
a SITA company

CUPPS Contract Amended and Restated 2024

Pricing v1.1

Denver International Airport

Limitation of Liability
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Version: **1.1 (October 25, 2024) FINAL**

Table of Contents

1 Introduction

Denver International Airport (DEN) has utilized common use systems since 2011, when it integrated ULTRA Electronics Airport Systems into its infrastructure. This system, known as Common Use Terminal Equipment (CUTE), was later acquired by Materna IPS, which upgraded it to Common Use Passenger Processing Systems (CUPPS) in alignment with International Air Transport Association (IATA) standards. IATA Recommended Practice RP1797 outlines the services and specifications that enable multiple airlines and service providers to share check-in and gate podium positions, either simultaneously or consecutively. Materna IPS prioritizes adherence to IATA standards as a fundamental principle in its software development for the aviation industry.

Since 2011, we have maintained a strong partnership with DEN regarding the common use system for airlines, spanning multiple contract extensions and the acquisition of ULTRA by Materna IPS. Our current contract is set to expire on July 5, 2027, marking a significant period of collaboration and service enhancement.

1.1 Amended and Restated Contract

On August 26, 2024, Materna IPS was notified by Business Technologies that internal DEN discussions and audits of several major contracts necessitated changes to the Managed Service Contract. Originally set to expire on September 11, 2026, this contract encompasses both SBD and CUPPS solutions. The SBD and CUPPs solutions are different technologies involving two contracts with different start and end dates.

Based on the following principles, the CUPPS contract will be consolidated into a single agreement with a new date, revised pricing, and will include staffing. DEN and Materna IPS have reached an agreement on terms that reflect the current contract language, along with a newly defined scope of work for CUPPS.

2 Current Contract

The current contract includes the following terms

1. Duration: 5 years July 6, 2022, through July 5, 2027
2. Staffing: Does not include staffing
3. Contract Number: PLANE-202158763
4. Scope of Work (high level)
    a. Annual Maintenance and Support of CUPPS
    b. Service Level Agreement provided by Staff in Managed Service Contract
    c. Service Desk provided by contractual agreement in Managed Service Contract
    d. L1 Technicians provided by ServiceTec as stipulated in the Managed Service Contract
    e. L2 Technicians provided by Full Time IPS staff as stipulated in the Managed Service Contract
    f. L3 Remote Engineering Support as provided by this CUPPS contract
    g. Service Level Agreement as duplicate services to the Managed Service Contract.
    h. New Upgrade to CUPPS as a Cloud Hosted Solution
    i. Hosting of airlines connections from an on-premises solution to a Cloud based solution.
    j. New implantation of alternate leased line for redundancy.
5. Value: $2,951,038

	Year 1 - 2022	Year 2 - 2023	Year 3 - 2024	Year 4 -2025	Year 5 -2026	Total
CUTE Annual Software Support	172,000.00	176,300.00	180,707.50	185,225.19	189,855.82	904,088.50
Cloud Implementation	225,000.00					
Cloud Managed Services	99,750.00	99,750.00	99,750.00	99,750.00	99,750.00	498,750.00
Additional Annual CUTE Costs	225,000.00	230,625.00	236,390.63	242,300.39	248,357.90	1,182,673.92
Cloud Service Subscription	549,750.00	330,375.00	336,140.63	342,050.39	348,107.90	1,681,423.92
Sub-Total	721,750.00	506,675.00	516,848.13	527,275.58	537,963.72	1,681,423.92
Contingency - 5%	36,087.50	25,333.75	25,842.41	26,363.78	26,898.19	140,525.62
Grand Total	**757,837.50**	**532,008.75**	**542,690.53**	**553,639.36**	**564,861.90**	**2,951,038.04**

3 Amended and Restated 2024 Contract Pricing

As DEN has requested a newly formatted contract with IPS, the following pricing is being recommended.

1. Duration: Modification of current contract In Year 3 (January 2025)
2. Staffing: Additional staffing for L1 and L2 IPS full time employees
3. Contract Number: TBD
4. Scope of Work (high level)
    a. IPS Agent Level 3 Software Support (CUPPS)
        - Level 3 remote support & monitoring
        - Helpdesk, ticket handling and escalation
        - Airline application updates
        - Patching (both platform and 3rd party) – as required
        - External Service Stack (ESS) support
    b. AWS Cloud Support
        - AWS infrastructure costs
            - Virtual Private Cloud
            - EC2 instances for CUSE and Management servers
            - Workspaces
            - AWS Directory Service AWS
            - Elastic Load Balancer RDS Database Service
        - AWS management
            - Incident Management
            - Problem Management
            - VPN Management
            - EC2 and workspace instances, relocations, adjustments, monitoring
            - MSO account management
        - Disaster Recovery
    c. CUPPS Infrastructure Support
        - Infrastructure Management (formerly server management performed by Lon's team)
        - CUSE Infrastructure Management (CUSE console, airline users, applications, devices, etc.)
            - Domain Management
            - DNS Service Management
            - DHCP Service Management
            - NTP Service Management
            - Dell Wyse thin client management
        - 2nd level support
        - Disaster Recovery (CUSE)
        - Implementing new airlines (does not include certification or networking setup fees, that are charged to the airlines)
        - Removing old airlines

d. Service Level Agreement provided by Staff included in staff options
e. Shared Service Desk for IPS Solutions with Managed Service Contract
f. DEN to Managed Leased lines – removal from IPS scope of work
g. IPS to manage spare parts for DEN with DEN providing current funding to purchase spare parts when needed.
h. Project Manager to be shared by both CUPPS and SBD with PM costs covered in Managed Service Contract.

5. New Contract Value
   a. Rows in green have been invoiced to DEN
   b. Additional scope of work starting January 2025
   c. Total CUPPS value: $1,141,446.66
   d. New Staffing Value: $1,100,900.00
   e. New Total CUPPS/Staff: $2,242,346.66

Item	Year 1 July 6 22 - July 5 23	Year 2 July 6 23 - July 5 24	Year 3 July 6 24 - July 5 25	Year 4 - 2025 July 6 25 - July 5 26	Year 5 July 6 26 - July 5 27	Total
IPS Agent Level 3 Software Support (CUPPS)[1]	$ 172,000.00	176,300.00	180,707.50	**$ 185,225.19**	**$ 189,855.82**	**$ 375,081.00**
Cloud Implementation	$ 225,000.00	$ -	$ -	**$ -**	**$ -**	
AWS Cloud Costs[2]	$ 99,750.00	99,750.00	99,750.00	$ 99,750.00	$ 99,750.00	$ 199,500.00
CUPPS Infrastructure Support[3]	$ 225,000.00	230,625.00	236,390.63	$ 242,300.39	$ 248,357.90	$ 490,658.29
AWS Cloud Service Subscription Subtotal	$ 549,750.00	330,375.00	336,140.63	**$ 342,050.39**	**$ 348,107.90**	**$ 690,158.29**
Total CUPPS Subtotal	$ 721,750.00	506,675.00	516,848.13	$ 527,275.58	$ 537,963.72	$ 1,065,239.30
Contingency 5%	$ 36,087.50	$ 25,333.75	$ 25,842.41	$ 26,363.78	$ 26,898.19	$ 53,261.96
Total CUPPS	**$ 757,837.50**	**532,008.75**	**542,690.53**	**$ 553,639.36**	**$ 564,861.90**	$ 1,118,501.26
Spare Parts Management	$ -	$ -	$ 8,140.36	$ 16,609.18	$ 16,945.86	$ 41,695.40
Credit for Leased Line	$ -	$ -	$ (3,750.00)	$ (7,500.00)	$ (7,500.00)	$ (18,750.00)
Total Current SoW or Current plus New SOW	**$ 757,837.50**	**$ 532,008.75**	**$ 4,390.36**	**$ 562,748.54**	**$ 574,307.76**	**$ 1,141,446.66**
Additional Manpower						
L1 Materna FTE (2 Technicians)	*$ -*	*$ -*	*$ 90,000.00*	$ 180,000.00	$ 184,500.00	$ 454,500.00
L2 Materna FTE (2 System Administrators)	*$ -*	*$ -*	*$ 128,000.00*	$ 256,000.00	$ 262,400.00	$ 646,400.00
Subtotal Staffing Option 2	*$ -*	*$ -*	***$ 218,000.00***	***$ 436,000.00***	***$ 446,900.00***	**$ 1,100,900.00**
Total CUPPS and Manpower	*$ 757,837.50*	*$ 532,008.75*	**$ 222,390.36**	**$ 998,748.54**	**$ 1,021,207.76**	**$ 2,242,346.66**

6. Offer Validity: 60 days
7. Contract terms: Stipulated in CUPPS Contract Amended and Restated 2024.

4 Contact Information

Company	Person	Function
Materna IPS USA Corp.	Gary McDonald 4700 Millenia Blvd., Ste 500 Orlando, FL 32839 Mobile: 202-351-9647 E-Mail: gary.mcdonald@materna.group	President, Americas
Materna IPS USA Corp.	Daniel Dunn 4700 Millenia Blvd., Ste 500 Orlando, FL 32839 Mobile: 202-351-9647 E-Mail: daniel.dunn@materna.group	COO, Americas

EXHIBIT C

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability
   Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of $1,000,000 each occurrence, $2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of $2,000,000 annual per location aggregate must be maintained.

   a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
   b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
   c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.

2. Business Automobile Liability
   Contractor shall maintain a minimum limit of $1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
   b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
   c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $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.

    a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of $1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

6. Technology Errors and Omissions
Contractor shall maintain a minimum limit of $1,000,000 per occurrence and $1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

    a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

7. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

    a. Express written permission must be granted by DEN.
    b. Express written permission must be granted by the Federal Aviation Administration (FAA).
    c. Drone equipment must be properly registered with the FAA.
    d. Drone operator(s) must be properly licensed by the FAA.
    e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury

liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than $1,000,000 combined single limit each occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability
   Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure

to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of

any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.