

A G R E E M E N T

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and EZLinks Golf, Inc., a corporation registered to do business in Colorado, whose address is 401 S. LaSalle Street, Suite 302, Chicago, IL 60605 (“Contractor”).

1. SERVICES TO BE PERFORMED: Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to perform the services described on attached **Exhibit A** (the “Statement of Work” or “SOW”).

2. TERM: The term of the Agreement is from March 1, 2013 (“Effective Date”) through February 28, 2018 (“Term”) unless earlier terminated in accordance with this Agreement.

4. COMPENSATION AND PAYMENT:

A. Fee: The first SOW under this contract is a zero dollar trade relationship, but the parties can execute a change order to convert the trade relationship to a cash payment relationship whereby the City would pay Contractor for the licenses and services detailed in the first SOW according to the fee schedule included in the first SOW. The parties acknowledge that if such a change order is executed by the parties, the City will fund this Agreement and obtain the required appropriation. The Parties may also negotiate a blend of pay and trade for the services stated herein in a subsequent scope of work.

B. Reimbursement Expenses: Except as otherwise detailed in a SOW, the fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. Invoicing: Except as otherwise detailed in a SOW, Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment of all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of ZERO (\$00.00). Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor’s risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: It is understood and agreed that the status of Contractor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every commercially reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

6. TERMINATION:

A. Starting two years after the Effective Date, the City will have the right to terminate this Agreement without cause on sixty (60) days prior written notice to Contractor. Either party has the right to terminate this Agreement for material breach of this Agreement or the applicable SOW, provided, however, that the non-breaching party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach unless the law requires a shorter time period to effectuate compliance.

B. If this Agreement is terminated by the City, Contractor shall be compensated or reimbursed for, and such compensation and reimbursement shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; and (2) the cost of any work which the Manager approves in writing which the Manager determines is needed to accomplish an orderly termination of the work. The City shall be entitled to a prompt prorated refund of any prepaid fees for services not provided as of the date of termination.

C. Upon termination of this Agreement by the City in accordance with the terms of this Agreement, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein. Upon termination of this Agreement by Contractor in accordance with the terms of this Agreement, the City shall have no claim of any kind whatsoever against Contractor by reason of such termination or by reason of any act incidental thereto. Upon any termination or expiration of this Agreement, the City will immediately cease using any software licensed to the City under a SOW.

7. **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, one (1) time per year until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine at Contractor's physical place of business any books, documents, papers and records of Contractor, involving transactions related to this Agreement ("Records"). The City agrees to provide Contractor at least thirty (30) days prior written notice of the need for access to Records. The City agrees to conduct any such examination during Contractor's normal business hours and in a manner that does not unreasonably interfere with Contractor's day to day business.

8. **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 the Agreement shall be deemed or taken to be a waiver of any other breach.

9. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B** preferably an ACORD certificate, complies with all insurance

requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability and Auto Liability, Contractor and sub-contractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Sub-consultants: N/A.

F. Workers' Compensation/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 of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: N/A

I. Security & Privacy Liability Coverage: Contractor shall maintain Security & Privacy Liability Coverage with limits of \$2,000,000.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. REPRESENTATION AND WARRANTY: Contractor represents and warrants that:

A. All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

B. all services will conform to applicable specifications and the Exhibits attached hereto;

11. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to a breach of this Agreement by Contractor ("Claims"), except to the extent such Claims have been specifically determined by the trier of fact to be due to the 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 Contractor or its sub-contractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except to the extent of the negligence or willful or wanton misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time prompt written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's obligations to defend and indemnify the City are subject to Contractor receiving prompt written notice of a Claim from the City and the City's cooperation with Contractor and its legal counsel in the defense thereof. 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.

C. Contractor will defend any and all Claims which may be brought or threatened against City and, if Contractor refuses to undertake the defense of Claims, Contractor will pay any expenses incurred by the City by reason of such Claims including, but not limited to, court costs and reasonable outside attorneys' 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.

D. 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.

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

F. To the extent the Contractor is providing software to the City, the Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to reasonable outside attorney's fees and awarded damages) arising out of a claim that the software, services, or their use by the City, infringe, violate or misappropriate a U.S. patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. In addition to its indemnification obligations, Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the affected software, or (iv) modify or replace the infringing software so that it no longer infringes, as long as the functionality and performance are not materially degraded. The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor may terminate the SOW under which the affected software is licensed (without impacting this Agreement or any other SOWs). Notwithstanding anything to the contrary, Contractor will have no obligation to the City to defend or satisfy any claims made against the City that arise from: (1) use of software or materials provided by Contractor by the City other than as expressly permitted by this Agreement or an applicable SOW; (2) the combination of software or materials provided by Contractor with any product not furnished by Contractor to the City; or (3) the modification of software or materials provided by Contractor other than by Contractor. THIS SECTION 11.F. STATES CONTRACTOR'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF THE CITY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY ANY SOFTWARE OR MATERIALS PROVIDED BY CONTRACTOR TO THE CITY.

G. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR, NON-COMPLIANCE WITH PCI-DSS, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, SECURITY BREACH, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE CITY'S USE OF OR INABILITY TO USE ANY SOFTWARE OR SERVICES PROVIDED BY CONTRACTOR, OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THAT SOFTWARE OR THOSE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF

LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. INTENTIONALLY DELETED:

13. 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.

14. ASSIGNMENT: Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager except that Contractor may, without the consent of the Manager, assign or transfer its rights hereunder to a controlled subsidiary of Contractor or a purchaser of all or substantially all of Contractor's assets used in connection with performing this Agreement.. Any attempts by Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Contractor shall not constitute an assignment hereunder.

15. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

17. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including any exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

18. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

19. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12. The City agrees that this Section 19.A. does not apply when a City employee or officer responds to a general employment solicitation made in newspapers, online, etc. by Contractor

B. Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest means transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict and Contractor fails to eliminate or cure the conflict of interest within thirty (30) days after the notice is received.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier 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 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.

21. INTENTIONALLY DELETED

22. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be

amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

24 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: While present on City property for purposes of this Agreement Contractor shall cooperate and comply with the provisions of Executive Order 94 and its 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 Contractor from City facilities or participating in City operations.

25. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data that may be owned or controlled by the City, and that the disclosure of such Proprietary Data may be damaging to the City or third parties. Contractor agrees that all Proprietary Data disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and Protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Proprietary Data or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data without written authorization from the Manager (except for the purpose of performing its obligations under this

Agreement) and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to help preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City.

C. Employees and Sub-Contractor: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data. Contractor is hereby advised to verify its work.

Nothing contained in this Agreement will in any way restrict or impair Contractor’s right to use, disclose or otherwise deal in information which: (a) at the time of disclosure is in the public domain, as evidenced by written publication; (b) after disclosure to Contractor becomes part of the public domain by written publication through no fault of Contractor; (c) Contractor can demonstrate was in its possession prior to the time of disclosure to Contractor and was not acquired directly or indirectly from the City or any person, firm or corporation acting on its behalf; (d) Contractor can show was acquired by the recipient independently, after disclosure hereunder, from a third party without breach of agreement or violation of law; or (e) Contractor must disclose as may be required by order of a court of competent jurisdiction, provided, however, that prior to any such disclosure, Contractor notifies the City of Contractor’s intent to disclose such information so that the City may seek a protective order or injunctive relief to prevent such disclosure. Contractor may also disclose Proprietary Data to its attorneys, tax advisors and investors on a need to know basis.

E. Contractor’s Information: To the extent applicable in this Agreement, the City understands and agrees that the Contractor’s software and documentation including, but not limited to, source code, object code, the interface requirements document(s), acceptance test

procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Contractor Confidential Information”) constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and any license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties, understands that all the material specifically created for the City under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees, at its cost, to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

26. LEGAL AUTHORITY:

A. Contractor assures and guarantees 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. The City assures and guarantees after it is duly executed 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.

B. The person signing and executing this Agreement on behalf of Contractor does hereby warrant and guarantee that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth. The City warrants and guarantees that collectively, the group of people signing and executing this Agreement on behalf of the City, have been fully authorized by the City to execute this Agreement on behalf of the City and to validly and legally bind the City to all the terms, performances and provisions herein set forth.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

28. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of the Agreement shall control unless expressly stated as overriding language in the exhibit or SOW.

29. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto

which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and each party's obligation to indemnify shall 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.

30. 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.

31. 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.

32. 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 plant, 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 or its officers, directors, employees, agents, vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

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

34. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

35. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of 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.

37. SOFTWARE: Software licensed by Contractor to City pursuant to this Agreement (“Software”) is subject to the following conditions :

- i. Subject to City’s compliance with this Agreement, Contractor grants to City a nonexclusive, nonsublicensable, limited license to access and execute the Software.
- ii. As between Contractor and City, ownership of all right, title and interest in and to the Software will remain with Contractor including, without limitation, any enhancements or upgrades to the Software, any Contractor manuals, and all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.
- iii. City may only use the Software in connection with its business operations, and not for the benefit of any third party.
- iv. City will not copy, modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Software in any way for any reason, or engage in or authorize any action that is inconsistent with the terms and conditions of this Agreement or that violates any applicable law.
- v. When City provides its own hardware (including peripheral equipment) for use with the Software, the hardware must meet or exceed Contractor’s current technical specifications. All City-provided hardware (including peripheral equipment) requires a technical review and approval by a Contractor technical representative prior to delivery of software.

38. SERVICES: Services provided by Contractor to City pursuant to this Agreement (“Services”) are subject to the following conditions:

- i. All work product delivered to City as a result of the Services (“Work Product”) is licensed to City on a nonexclusive, nonsublicensable and limited basis for the term of the applicable SOW and no ownership is transferred to City.
- ii. As between Contractor and City, ownership of all right, title and interest in and to the Work Product will remain with Contractor including, without limitation, all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.
- iii. City acknowledges that Contractor may use one or more subcontractors to provide the Services.
- iv. City acknowledges that the timing of all Services and delivery of any work product is subject to cooperation from City. City will provide Contractor with access to any information from City including documents, staff, and other sources needed by Contractor to perform its obligations under this Agreement.

39. END USER DATA:

- i. City End-User Data. As between City and Contractor, information collected from people who reserve Tee Times (“End Users”) solely through City-specific channels (e.g., at City’s golf course(s), on City’s website, via a City-specific app or City’s Reservation Center) will be owned by City and is referred to in this

Agreement as “City End-User Data.” The term “Tee Times” is defined in Section 41.i. below.

- ii. Contractor Use of City End-User Data. City agrees that Contractor may access and use the City End-User Data to provide Software and Services to the City. City also agrees that City End-User Data, excluding personal information, may be used in the aggregate by Contractor to identify trends or cultivate business intelligence.
- iii. Third-Party Interfaces. City acknowledges that End-User data (including, without limitation, personal information) collected through a third-party interface (e.g., the Contractor API) may be used and owned by multiple parties, including Contractor and the third party using the Contractor API. City selects the third-party interfaces through which City’s tee-time reservations can be made available (provided third-party has certified integration in place with EZLinks).
- iv. Contractor End-User Data. City acknowledges that Contractor will co-own with the City all End-User data (including, without limitation, personal information) collected at EZLINKS.com or another Contractor platform (“Contractor End User Data”) for City TTI bookings. City acknowledges that Contractor will submit to City certain Contractor End-User Data in order to procure tee times reserved at a City golf course via a Contractor platform. City agrees that it will use Contractor End-User Data solely in connection with providing its specific golf course services to those End Users and will not sell or share Contractor End-User Data with third parties (other than third parties providing golf course services on City’s behalf). City is specifically prohibited from using the Contractor End-User Data to market the products or services of a Contractor competitor.
- v. Restrictions on Use of End-User data. City agrees that in no event will it receive or have rights to any payment card information collected by Contractor or its payment processor in connection with any of the Software or Services. City acknowledges that Contractor makes no representation that any End User information or data is collected in a manner that secures consent for City to use the information or data for any particular marketing tactic (e.g., text messaging, robocalls, etc.) and that it is City’s sole responsibility to ensure it has the requisite consent from individuals prior to engaging in any communication with End Users. City agrees, to the extent it is required, to comply with all applicable laws, rules and regulations, including, without limitation, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991, and various state laws and regulations concerning telemarketing, electronic communications and other forms of communication.

40. PRIVACY: City agrees that it will be solely responsible for posting or otherwise making available a legally compliant privacy policy in connection with the collection of City End-User Data.

41. INVENTORY EXCHANGE: City will allocate a designated amount of its Tee Time inventory (“TTI”) to Contractor as detailed in the Compensation section of the applicable SOW. Contractor will retain all revenue received as a result of selling any portion of the TTI.

The following are terms specific to Inventory Exchange compensation that are hereby agreed to by City:

- i. **Tee Time**: A single “Tee Time” will be comprised of scheduled play for four players, available during the normal hours of operations and consisting of 18 holes; provided that Contractor may, in its discretion, sell each tee time as configurations of singles; twosomes; threesomes; or foursomes.
- ii. **Allocation**: Contractor will select and block designated TTI from the ETN. Times selected will follow restrictions outlined in the applicable SOW.
- iii. **Availability**: City to make Tee Time inventory available on the ETN and Contractor can book TTI at a minimum of fourteen (14) days in advance of the date of play. TTI unsold as of two (2) hours prior to the time of play must, be released to City. If for any reason TTI is not available due to a scheduled outing, event, over seeding, course maintenance, or any other reason, Contractor can designate a replacement Tee Time for a like-time on an earlier or later date.
- iv. **End User Service**: City will not deny service to TTI End Users or apply any surcharge or other extra charges to the End User on the basis that the End User reserved a Tee Time provided to Contractor. City agrees to honor all golfer reservations booked through any Contractor platform and that golfers who book through a Contractor platform will receive the same benefits and be subject to the same terms and conditions as individuals who book through the City directly or elsewhere.

42. RE-SCHEDULING: For TTI, in the event of circumstances that require the City to postpone or cancel scheduled TTI play (i.e. rain or storm), EZLinks shall provide a solution, that may include alternate TTI time from EZLinks’ already existing TTI, for the end user.

43. CONFIGURATION AND SECURITY: City agrees that, should the configuration of the Software (or hardware used with the Software) be altered (either by golf course personnel or, upon City’s written request, by Contractor personnel) to allow unrestricted internet browsing or additional functionality or City uses the Software (or hardware used with the Software) to visit web sites that are not pre-approved by Contractor, City agrees that: (i) it does so at its own risk; (ii) the City would be liable to EZLinks to the extent the City is determined to be liable for injuries or damages arising out of a breach of this provision; and (iii) all warranties associated with the Software will be voided. Contractor will, if requested by City, provide repair and technical support services concerning such issues at its then-standard consulting rates. City also agrees to reimburse Contractor for all reasonable costs and expenses associated with such repair and technical support. City will be responsible for maintaining security on its network at all times. Contractor assumes no responsibility for viruses, malware or other issues that arise due to activity on City’s network, and accepts no liability for the consequences of said activity, regardless of the ownership of the hardware residing on the network.

44. CONNECTIVITY: City will be solely responsible for the procurement, payment and maintenance of all telephone and internet connectivity used in connection with the Software (or hardware used with the Software) and Services, and for all networking functions within

City's facilities. City agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by Contractor from time to time. City will use all commercially available resources to avoid obtaining internet access for use or provision of the Software (or hardware used with the Software) or Services through a satellite or Wi-Fi provider, nor will it use wireless networking (including but not limited to Wi-Fi) for use or provision of the Software (or hardware used with the Software) or Services. Should the means of accessing the internet for use or provision of the Software (or hardware used with the Software) or Services only be available by Wi-Fi or satellite for internet connectivity, City assumes all risk and responsibility for liability related thereto and for continuous connectivity.

45. MARKS: City hereby grants to Contractor, for the Term, a nonexclusive, sublicensable, worldwide right to use City's Marks for purposes of marketing and promoting the services of City and Contractor and to provide the Services to City under this Agreement. City represents that the use by Contractor of the City's Marks will not infringe, violate or misappropriate the rights of any third party (including, without limitation, intellectual property rights). The use of City Marks are subject to the restrictions of the City as they may be amended from time to time.

46. PRESS RELEASE: After execution of this Agreement, the parties may issue a joint press release announcing the parties' relationship under this Agreement. The timing and content of any press release will be subject to the approval of each party, which approval may not be unreasonably withheld.

47. FACILITIES INFORMATION: City will provide Contractor information about City's facilities that Contractor may request from time to time, and City hereby authorizes Contractor to publish such information on any platform (including, without limitation, online platform) operated by Contractor or an authorized third party. City agrees that it will supplement or otherwise amend such information from time to time so that such information remains current.

48. TAXES: City represents and warrants that it is exempt from all tax obligations requiring it to remit sales and entertainment taxes in connection with End User's tee times and other purchases at its course(s). City will provide Contractor a written certificate evidencing the foregoing.

49. PA-DSS AND PCI-DSS COMPLIANCE: The ETN is, and shall continue to remain, Payment Application Data Security Standard (PA-DSS) certified. The EPOS is certified "out of scope" of the PA-DSS guidelines for POS systems, and City agrees to same (i.e., the EPOS software does not handle cardholder data). City agrees that it is wholly and solely responsible for complying with the Payment Card Industry Data Security Standard, as amended ("PCI"), including, without limitation, establishing and maintaining PCI compliance with respect to City's card facilities, software, systems, processing and storage environment, and network. City represents and warrants that the system, network, card processing and storage environment and software it uses to process payment cards (including, without limitation, credit cards) on and through its website is PA-DSS (for payment processing software) and PCI compliant. City agrees and acknowledges that EZLinks is not responsible or liable for any installation, system management or configuration by EZLinks (or its contractors) related to the EPOS, the ETN, or

City's website, software, card processing and storage environment, facilities or network, which is not compliant with PCI.

EXHIBIT A

STATEMENT OF WORK

Golf Enterprise Management Application

City and County of Denver Parks and Recreation Department

SECTION A: Project Title

Project Title – Golf Enterprise Management Application

This SOW, effective as of date of execution of the Agreement (“SOW Effective Date”) is pursuant to the Agreement (“Agreement”) between EZLink Golf, Inc. (“EZLinks” or “Contractor”) and the CITY AND COUNTY OF DENVER (“City”). Capitalized but undefined terms in this SOW will have the meanings ascribed to them in the Agreement. The term of this SOW is concurrent with the Agreement (“SOW Term”). This SOW is subject in all respects to and governed by the terms of the Agreement.

All Services related to this project are being performed by Contractor for the implementation of an enterprise solution for all Denver Parks and Recreation (DPR) golf courses, driving ranges, administrative facilities and pro shops.

SECTION B: City and County of Denver Key Stakeholders

Project Sponsor

Name: Fred Weiss
Parks and Rec Finance Director
City and County of Denver
Address: 201 West Colfax
City: Denver
State and Zip: Colorado 80202
Phone: 720-913-0735
Email: fred.weiss@denvergov.org

Business Lead

Name: Scott Rethlake
Golf Director
City and County of Denver
Address: 2500 York St
City: Denver

State and Zip: Colorado 80205
Phone: 720-865-3422
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Project Manager

Technology Services (TS) Project Manager:

Name: Greg Robinson
Project Manager
Technology Services
City and County of Denver
Address: 201 West Colfax
City: Denver
State and Zip: Colorado 80202
Phone: 720-913-4014
Email: Gregory.robinson@denvergov.org

SECTION C: Project Overview

The project described in this SOW will consist of the implementation of Contractor's commercial off the shelf (COTS) POS (point of sale) and tee sheet system for use at the Denver golf courses, driving ranges and city administration facilities listed below:

- Harvard Gulch Golf Course (9 holes - 1 POS machine)
- City Park Golf Course (18 holes – 2 POS machines)
- Overland Golf Course (18 holes – 2 POS machines)
- Wellshire Golf Course (18 holes – 2 POS machines)
- Kennedy Golf Course (27 holes – 4 POS machines)
- Evergreen Golf Course (18 holes – 2 POS machines)
- Willis Case Golf Course (18 holes – 2 POS machines)
- Aqua Golf Driving Range and Miniature Golf (36 holes – 2 POS machines)
- Webb building QA environment (2 POS QA machines)
- Parks and Recreation Administrative and management users in the Webb building

- Finance users in the Webb building
- Marketing users in the Webb building
- Golf administration at City Park and Webb Building

Contractor's POS and tee sheet system includes the following core functionality:

- Online Reservations
 - Online Presence
 - Tee Sheet
 - Inventory
 - POS
 - Loyalty Program
 - Reporting
 - Marketing
 - General Administrative Functions
 - Accounting & Financial Upload and Reporting
 - Offline Processing
 - Auditing
 - Documentation & Reference
- The following two functionalities are not yet a part of the Contractor's system:**
- Customer Module Accounts Receivable (A/R) – Phase 2 requirement
 - Tournaments/Leagues – Phase 3 requirement

1. AVAILABLE SOFTWARE & SERVICES: The following charts include a general description of available Software and Services for City to select in the Payment Section of this SOW below, along with applicable City requirements.

FEATURES	REQUIREMENTS
<p>The EZLinks Tee Sheet Network (ETN) includes:</p> <ul style="list-style-type: none"> • Tee sheet (includes unlimited licenses) • Multi-course / cross-course booking • Revenue reports • Rapid reserve • Auto turn times • Member icons • Photo ID feature 	<p>City must have a license for any computer on City property needing access to the EZLinks Tee Sheet Network (ETN). Access is provided via an executable file downloaded onto each computer. Should a facility download the ETN executable file onto a central server and have the staff remotely access the file from any computer on property, licenses will be required for each computer remotely accessing the file.</p> <p>The initial installation time for a course utilizing only the ETN is generally two (2) days.</p> <p>City is required to maintain active rack rates and regular rates at all times. City is required to update course information details and notify EZLinks of the same within twenty four (24) hours of any changes.</p> <p>For any equipment City provides for use with the ETN, that equipment must meet or exceed the minimum specifications detailed below and requires a technical review and approval by an EZLinks implementation representative:</p> <ul style="list-style-type: none"> • Personal Computer (PC) –Windows 7 or a newer release with a 2GHz Pentium/Celeron processor or greater, minimum 2GB of RAM (3GB if using EZ POS), 40Mb of available hard drive space, and a video card that can support at least 1024x768 video resolution and at least 256 colors. • Printers – EZLinks provides Windows 7 compatible laser printers as part of the standard hardware package. Client provided printers, ink-jet or laser, are not required to be Windows 7 compatible but are not ensured to print all reports in standard format. • Network – computers and printers must be networked by City and able to support TCP/IP protocol. Unless City provides an internal, compatible IP scheme to EZLinks in advance of installation, EZLinks will assign its own IP scheme to City's computers.

<p>The EZLinks Point of Sale (EPOS) simplifies sales, manages inventory and supports customer service. EPOS includes:</p> <ul style="list-style-type: none"> • Point of sale (EPOS) software • Retail inventory management • Rain check management • Gift cards / gift certificates • Loyalty / activity card programs • Reporting • Membership and A/R tracking • Recurring billing • Recurring credit card charging • Centralized: <ul style="list-style-type: none"> ○ Inventory management ○ Gift cards ○ Loyalty ○ Reporting 	<p>The initial installation time for a course utilizing the full EPOS and ETN is generally 4.5 days. EPOS-only installation is generally 3.5 days.</p> <p>City will update course information details and notify EZLinks of the same within twenty-four (24) hours of any changes.</p> <p>For any equipment City provides for use with EPOS, the equipment must meet or exceed the minimum specifications detailed below and requires a technical review and approval by an EZLinks implementation representative (see ETN section for details).</p>
<p>Integrations and Interfaces (INT) include:</p> <ul style="list-style-type: none"> • Interfaces between ETN and third-party online portals and wholesalers • Integrated credit card processing 	<p>ETN is required for third-party reseller interfaces to the reservation system.</p> <p>EPOS is required for accounting integrations, range software interfaces and property management system interfaces.</p>

<ul style="list-style-type: none"> • EPOS to accounting system interfaces 	
<p>Web Reservation Engine (WRE) includes:</p> <ul style="list-style-type: none"> • Golf course website booking module • Golf course specials • Built-in analytics • Prepayment options • Multi-course display • Mobile and social booking modules 	<p>ETN is required for all web reservation functionality.</p>
<p>Reservation Center (RES) includes:</p> <ul style="list-style-type: none"> • Staff on Demand Service • Customer service representatives • Custom on-hold messages • Customer data capture • Quality monitoring • Flexible call forwarding options <ul style="list-style-type: none"> ○ All calls ○ Busy/no answer ○ After hours 	<p>City's ability to utilize the Reservation Center is based on the capabilities of the local telephone exchange carrier and City's telephone equipment.</p>

<p>Marketing Suite (MKT) includes:</p> <p>Auto-triggered emails:</p> <ul style="list-style-type: none"> • Custom email confirmations • Alert / notification emails • Database marketing assistant widget <p>Promo code engine:</p> <ul style="list-style-type: none"> • Custom discount tool • Implement multiple campaigns simultaneously • Campaign-specific tracking <p>Email Marketing Service</p> <ul style="list-style-type: none"> • Promotional email service (36 per year per facility for a total of 288 per year) 	<p>ETN is required for auto-triggered emails and promo code engine.</p>
<p>Revenue Management Tools (REV) include:</p> <ul style="list-style-type: none"> • Distribution channel management • Yield management • Dynamic pricing module 	<p>ETN and Web Reservation Engine are required for implementation of dynamic pricing module.</p> <p>ETN is required for custom report generation.</p>

<p>Service and Support (SVC) with ETN or EPOS software include:</p> <ul style="list-style-type: none"> • Installation • 24/7/365 support line • Tee sheet software updates • EPOS updates 	<p>ETN and/or EPOS are required and many support updates require City connectivity.</p>
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System will allow for dedicated access to the POS by golf course and other administrative staff at the City’s facility locations, a hybrid client which communicates to a centralized database hosted by EZLinks via an internet connection at a specific address for tee sheet activities for staff use and a web portal for customers to access reservations and other general golf course information via the Denvergov.org website. Additionally, the system will have the capability to support customer tee time reservations via phone. The payment gateway used in all credit and debit card transactions will be hosted by a separate vendor (gateway vendor) contract. City will cause the gateway vendor to encrypt (tokeniz) all credit card data and to comply with all PCI requirements while transactions are in transit. Contractor will provide the ability to enter card member data but then promptly remove data from the system. City will cause the gateway vendor to provide the credit card swipes required for card swipe functionality.

Back Office Machines

Machines must be able to access the tee sheet and POS but are not able to process any POS transactions. Back Office Machines must also be able to perform daily reconciliation and deposit functions. These machines do not have the POS peripherals.

Hardware

New PCs will be deployed by City to replace existing POS machines at the expense of the City and County of Denver. These machines must meet the system specs outlined by both the Contractor and the City and County of Denver. Back office or administrative PCs at golf courses will remain. Additionally, a server workstation will be installed at each golf course to house the local database. This machine also will be acquired by the City and County of Denver but must meet the Contractor’s specifications. A standalone server will house other centralized functions such as a loyalty program and customer database. This must be housed and maintained by the Contractor at their premises.

All existing peripherals will be used with the new system. Peripherals used with POS system include the following:

- Receipt Printer – Epson TM-T88V USB printers (these must be purchased by DPR)
- Touch Screen Monitor – Elo ET1729L-7UWA-1-GY-G & ELO 1729L-8UWA-1-8G-6
- Bar Code Scanner – METROLOGIC MS9540
- Epson cash drawer – APG T320-BL1616

Transition from Current System to New System

The transition from the existing POS system to the new tee sheet/POS system must occur during a set migration window following extensive testing and validation of the new system in the Denver QA environment. This testing will include using production data and will involve users from the business teams to validate functionality using an agreed upon list of requirements.

Customer and transactional data is currently stored by another vendor and will be provided to City and County of Denver at a time that the new system Contractor requires it. Denver will assume the data and then provide to new system Contractor in appropriate format.

SECTION D: Scope of Work, Deliverables and Acceptance Criteria

The system must address the following core functionality and implementation requirements.

General Scope of Work

Technical Requirements – The POS and Tee sheet system must be compatible with Windows XP and in the future W7 64bit and have a disaster recovery solution available in the event of a system failure. DPR requires existing customer data and course/fee configuration be imported automatically into the new POS/tee sheet solution and involve minimal DPR staff time. Contractor must ensure that an FTP connection can be made to the production database to download database (During the implementation, and post implementation). Contractor must replicate DPR test environment with both a test and QA machine. System must have the ability to provide high availability and scalability to support high volume transaction rate periods. Additionally, the system must provide the ability to monitor all system resources for the Tee Sheet and hosted data applications.

Maintenance and Support – The system and Contractor processes must allow for streamlined maintenance and support for both routine issues and unplanned outages. Regardless of the circumstance, the maintenance must be performed using commercially reasonable efforts toward causing the least amount of impact to the City as possible during business hours. When possible, maintenance must be performed after business hours. If maintenance is scheduled, Contractor must provide ample time for the City to plan for any business impacts and to ensure the

City technology team has assessed the impact. Ultimately, and except for planned downtime, maintenance and events of force majeure, Contractor will use commercially reasonable efforts achieve a 99.5% uptime for tee sheet and hosted data applications in any month. Any expected material non-mandatory software updates or releases must be provided to City well in advance of general release date and ultimately the City must approve the change after testing it in the QA environment. Contractor support team must be reasonably able to work with city of Denver IT to troubleshoot whether an issue is network or system related. This troubleshooting must also help identify if the issue is a configuration or a defect issue with the system. If an issue persists and it is not related to an issue on the City's side or the hardware, the Contractor must have an escalation process to ensure the issue receives more attention. EZLink's will use commercially reasonable efforts to temporarily resolve critical defects in EZLink's Software, via a software patch or workaround until the defect can be fixed and included in the next software release. The City agrees to make golf course staff available to help analyze the cause of any issues related to EZLink's Software and provide help if possible. Golf staff must have the option to contact the Contractor support hotline when a failure or problem occurs and assist with any 3rd party vendor involvement.

Database – The primary database must be synchronized with the backup database on a frequent basis. In the event of a catastrophic failure the backup database must serve as the primary production database until the production database is restored. Each local database and the central database must handle a minimum of 7 years of data created by the organization. Contractor must provide a Disaster Recovery and data backup plan which must be approved by the City of Denver.

City Software Requirements - The system must also work with the following software updates (or latest version at time of go live):

Software	Newest Packaged Versions	Description
Adobe Reader	11	Adobe Reader
Java	1.7.13	Java
Adobe Flash	11.5.502.146	Adobe Flash
Adobe Shockwave	11.6.8.638	Adobe Shockwave
CD Burner XP	4.5.0.3717	CDBurnerXP – CD\ISO burning software, works on Win7 also

VLC Media Player	2.0.5	VLC Media Player – Media player.
Quicktime	7.7.3	Apple Quicktime
Silverlight	5.1.10411.0	Microsoft Silverlight
.Net Framework	4.0	.Net Framework.

Disaster Recovery – Upon determination if Contractor is responsible or involved in outage, Contractor will use commercially reasonable efforts to failover to disaster recovery solution within 90 minutes of catastrophic failure if the catastrophic failure occurs during normal business hours. This failover must restore basic services to allow for POS transactions and tee sheet bookings. Documentation must be provided that shows a successful failover test and that briefly describes the process and DPR involvement. System must also make use of technology to ensure minimal operations can continue in the event of a network or internet outage. All Contractor systems (including power supplies that exist at Contractor’s facilities that exist at Contractor’s facilities that support the POS and the tee sheet must be fully redundant and included in the disaster recovery solution. Contractor will use commercially reasonable efforts to restore services from a backup regional facility within two hours in the event of the loss of the hosting facility environment only (cooling, electrical power, network connectivity) that is not related to a disaster.

Performance/Functionality

Online Reservations and Online Presence – Contractor must follow the following City and County of Denver Technology Services Web Application Development Standards for Denvergov.org

- Search Engine Optimization (Google analytics or similar product)
- Colors and fonts
- Logo usage guidelines
- Header and footer content

Accessibility guidelines

System must be made accessible for persons with disabilities following Priority One items in Section 508 amendment to the US Government’s Rehabilitation Act which are listed below.

TEXT ALTERNATIVE

One of the basic principles to understand about web site accessibility is that there should be a text equivalent for all non-text content. In most cases, you can include this text version right there in the same document, and with some forethought should require minimal extra work. This applies to images, Flash objects, and other types of multimedia.

COLOR

Section 508 guides developers to create designs where meaning is conveyed through other means beyond color. This is to avoid ambiguity for the meaning of a given element on a screen. It's important to note that Section 508 stipulates that your site must be readable without a style sheet. If you're using CSS, this means that through the use of semantic markup or context, you should be able to communicate any information regardless of whether color conveys meaning. Test your color scheme for accessibility at <http://colororacle.org/>.

LAYOUT AND POSITIONING

Table based layout for web pages is not permitted. The only acceptable use for tables is for displaying data on a grid. All content must be presented using a div-based layout, separating content from design with the use of cascading style-sheets (CSS).

IMAGES

All images must include one of the most basic text equivalents: alternate text in the `alt` attribute on image tags. To check if the alternate text of your images is helpful, disable images the next time you visit your site. The alt text you see should help you understand the image or what it represents. Follow these guidelines for alt text.

- Alternate text should be helpful.
- If a graphical element is used only for decoration, alternate text is not required.
- Images should not contain instructional content, or have text flattened into them that could otherwise be provided in HTML format.
- Images should never be used for navigation.

DATA TABLES

It's important to use proper semantic markup when displaying data tables:

- Be sure to use table headers where appropriate (`th`), rather than just styled text.

- When using headers, consider adding attributes like `scope` to the table element. This helps with the readability of your table in screen readers. Commonly, table headers relate to a column (`scope="col"`), but you can use headers with table rows as well (`scope="row"`).

Table tags should never be used for page content layout. The only acceptable use for tables is for displaying data on a grid.

SCRIPTS

Section 508 and WCAG both agree that scripts can be an issue with assistive technology. When applications require that Javascript be enabled, explain to your visitors that this is the case and link them to any alternative ways to use the application if JavaScript is not an option.

Section 508 explains that all information should be accessible when using assistive technology, even content created by scripts. Consider using an accessible javascript framework such as JQuery or JQuery mobile to assist with making content accessible.

Form fields

1. Always explicitly link labels and their respective fields using the "for" and "id" attributes.
 - Increase the effective focus area of a field element so that a click on the label registers as a click on the form input element.
 - Do not use form labels as links. Place tips and hints (or help links) in a separate element. *Read the section on Form Usability and Design Standards later in this document.*
2. Values of the "id" attribute **must** be unique in the context of the entire page.
 - Clearly label required fields using the asterisk character "*". *Read the section on Form Usability and Design Standards later in this document.*
3. Add the word "Required" or "*" as a title or alt attribute.
 - Do not rely on color alone.
 - Use fieldsets to group strongly related fields. *Read the section on Form Usability and Design Standards later in this document.*
4. When using fieldsets, give special attention to styling the fieldset by using the approved DenverGov heading styles.
5. New forms and applications must use HTML5 elements and techniques. Use the appropriate HTML5 type attribute for text fields. These include email, url, tel, search, number, and range.
6. Modern browsers provide automatic validation (use "required" attribute, "novalidate" attribute). Mobile browsers provide a custom keyboard (a number pad for type="phone," url-specific keys for type="url," etc.). There is no penalty for using these field types, as they automatically fallback to a plain text field in older browsers.

- **Exception:** Avoid using the date input type as browser support is unreliable and it conflicts with the jQuery.validate plugin.
7. Use the "placeholder" attribute, but do not rely on it to convey essential information. Internet Explorer versions 9 and below require a JavaScript shim to display a placeholder. When using the "placeholder" attribute, include the same text in the "title" attribute for greater screen reader support.

Contractor must create a separate landing page to host a reservation system. This landing page can be accessible from <http://www.denvergov.org/DenverGolf/tabid/436819/Default.aspx>

Tee Sheet – System must allow for a unique tee sheet to be set up for each 18 holes at each golf course. Tee sheet options must include straight tee times, shotgun starts, double shotgun starts, staff blocking of tee times, ability to set background colors different for each 9 holes.

Inventory – System must allow for management of inventory within and between different stores/golf courses. Inventory management does not include a connection to automate inventory replenishment with product vendors.

POS – System must include complete POS module to tender a transaction using multiple tender types. Additionally, the POS must be tied to the Tee Sheet for reconciliation purposes. Ability to tender an unlimited number of the following tender types in a single payment transaction and in any combination ; check, cash, credit card, customer account, gift card, rain check. Credit card types include Visa, MasterCard and Discover.

Loyalty Program – The system must track transactions and is able to award points for purchases and redeem points toward the purchase of merchandise and other services.

Reporting – System must provide detailed reports and the ability to customize reports. Reports must also be made available in multiple formats for both staff and customer usage.

IVR – System must provide an automated or live reservation system to allow customers to call in for tee times.

General Administrative – System must provide the ability to perform basic configuration changes and limited customization based on user profile or facility location.

Accounting – System must follow all existing chart string requirements to ensure revenue is booked into the correct GL account within the PeopleSoft system. System must provide an automated download of the accounting data to an electronic format suitable for uploading to PeopleSoft.

Marketing – System must provide basic eMarketing opportunities such as Facebook and Twitter ties as well as target marketing components based on demographics, customer usage and buying patterns. System must provide a way to collect customer contact data. Subject to City’s applicable privacy policies and legally adequate consents obtained by the City, System must provide a way to utilize the customer contact data for purposes of communicating with and advertising to customers. System must provide the ability to allow managers to adjust pricing based on supply and demand.

Performance – Subject to system maintenance and events of force majeure, System performance must remain consistent regardless of time of day and day of week, even during periods of high volume.

Offline Processing – System must be able to perform some offline functionality in the event of a network or internet outage. Solution may include batching of transactions and other activities until connection is restored. Also, during offline periods Contractor must provide a faxed copy of each course’s tee sheet daily.

Auditing – System must allow for both staff and management to perform periodic and regularly scheduled audits on transactions. The system must provide a digital footprint of every transaction to allow for immediate identification of staff member involved.

Documentation – All system releases must be accompanied with release notes and a set of standard documentation to allow for quick reference to existing and new staff employees.

Training – Contractor must provide complete training program to either train all users or provide training for select power users who then train all remaining staff members. Most training must be done on site with DPR but some training can be performed via online meetings or presentations. The initial installation and training to consist of nine (9) EZLinks staff onsite at City facilities for a period of 5 days, consisting of Monday through Friday.

Applicable Standards – System must follow Payment Card Industry (PCI) standards regarding deployment of software to all POS systems or system that interface with POS machines.

Future Deliverable Functions - City and County of Denver will be included in the development process of these future deliverable functions, but will not be entitled to any ownership or other rights in connection with that development process. The City agrees that Contractor will solely own all results and proceeds of that development process and the City hereby agrees to assign all right, title and interest into all such results and proceeds to Contractor.

System shall provide Customer Module Accounts Receivable (A/R) in Phase 2 by March 31, 2014 –

1. Organizational A/R
 - a. Ability to centralize A/R accounts across multiple facilities
2. A/R Credit Limits

- a. Ability to set a credit limit when creating an A/R account (range of \$0.00 to \$X.XX or choose no limit)
\$0.00 credit limits would be set for accounts that can only tender against a deposit they've previously made

System shall provide Tournaments/Leagues in- Phase 3 by Nov 1, 2014 –

1. Tied to a Customer and A/R Account
2. Contract Creation
3. Event Detail Entry
4. Event Item/Kit Creation
5. Tee Time Reservations

Acceptance Criteria

Acceptance of deliverables will be based on agreed upon milestones and deliverables between DRP and the Contractor as indicated in this SOW. The Contractor will deliver a module into the DRP test environment, Denver TS resources along with business test resources will test the module and provide feedback to Contractor either in the form of acceptance of item or reason for failure within 7 business days of submission for testing; however, City may only "Fail" a module if it does not materially conform to the specification document agreed to by the parties in advance of the testing process. A failure to provide any feedback within the feedback window provided in the prior sentence will be deemed an acceptance. If City "Fails" a module in accordance with this paragraph, Contractor will use commercially reasonable efforts to resolve the issue and re-release the module into QA. Once DRP accepts a module in QA the Contractor can then release the item into the production environment. DRP teams will then perform final user acceptance testing and report results to Contractor in accordance with the original acceptance testing process detailed above. If an item fails, the item must be backed up and the Contractor must begin the process again with a release into QA.

SECTION E: Implementation Approach

This section contains descriptions of the proposed application, the services to be provided and general deliverables.

The implementation phase of the application will involve a multi-component process. Tasks and activities of each component and between phases may run concurrently and/or sequential. Major component areas include:

- Communication Planning
- Installation Initial Review
- Review Environment
- Installation Review

- Review Greens Fees, Membership Types and Reservation Types
- Reservation Center
- Reservation Center Technical Configuration
- Training Review
- Installation Review with Manager
- POS/ETN Data
- Installation Review Final
- Installation
- Post Installation

SECTION F: Roles and Responsibilities

- City and County of Denver Project Manager will be responsible for scheduling of required meetings. The activities and responsibilities of the Denver Project Manager will include:
 - o Identifying key subject matter experts (SMEs) based on requirements and assign project personnel
 - o Work with Contractor's project manager to develop the project plan and schedule
 - o Monitor and drive project progress and results
 - o Conduct project kick-off and status meeting with the Contractor's project manager
 - o Allocate and schedule Denver project resources
 - o Ensure project issues are dealt with promptly and escalated when necessary.
 - o Actively participate throughout all phases of the project.
 - o Ensure Denver "key users" are available for design workshops, system setup-up , training and testing.
 - o Ensure all data files area available for migration to the new system.
 - o Ensure that the required infrastructure is available as required.
 - o Review and sign-off on service documents with review committee.
 - o Project support training activities.

- City and County of Denver Project Sponsor will be responsible for the presence of a representative from each of the affected user communities and functional owners to actively participate in the meetings to document day-to-day business processes. At a minimum, each functional owner and representative user community member for each of the functional areas will support these meetings.
 - o Denver SMEs will provide all Contractor required information on business processes, systems and organizations.

- Denver project team will attend business review workshops and project meetings.
- Denver project manager will ensure SME involvement and project personnel precipitation.
- Denver project sponsor will secure involvement from organization (including third party vendors).
- Installation and setup of demo, development and test environments by Contractor.

SECTION G: Period of Performance

Implementation of POS and tee sheet system to all POS and back office machines must be completed by 10 May 2013. Project will commence upon fully executable contract between DRP and Contractor. Duration of SOW is five (5) years.

SECTION H: Type of Contract & Trade Details

In exchange for Contractors provision of the Software and Services under this SOW, City will provide Contractor TTI as follows for each of its golf facilities listed.

Contractor will then resell these tee times for their own profit. Any revenue generated from the Contractor selling the TTI will be 100% retained by the Contractor. There are no additional upfront or recurring costs for products and services covered under this SOW. Any additional products or services not covered under this SOW would require additional compensation to be mutually agreed upon by both parties at such time. Any TTI which are unsold 2 hours prior to the time of the TTI will be released back to the City for sale. Any revenue generated by the City from selling TTI which is returned will be 100% retained by the City. Should TTI not be available on a given day because of course closure for tournament/event, EZLinks may make up TTI on another day.

City of Denver and EZLinks agreed upon Trade Proposal					
City Park, Evergreen, Kennedy, Wellshire, Willis Case					
Season	Date Range	2 Foursomes with 2 carts per Foursome		1 Foursome with 2 carts	
		Day of Week	Time of Day	Day of Week	Time of Day
Shoulder – Spring	April 1st - May 15th	Mon - Thurs	8am + 12pm	Fri - Sun	12pm

Peak	May 16th - Sept 15th	Mon - Thurs	7:30am + 12:30pm	Fri - Sun	12:30pm
Shoulder – Fall	Sept 16th - Oct 31st	Mon - Fri	8am + 12pm	Sat - Sun	12pm
Out	Nov 1st - Mar 31st	Mon - Fri	9am + 12pm	Sat - Sun	10:30am
Overland Only (Will revert to City Park, Evergreen, Kennedy, Wellshire, Will Case trade option should the City take over operations of the Overland Pro Shop Operations)					
Season	Date Range	2 Foursomes No Carts		2 Foursome No Carts	
		Day of Week	Time of Day	Day of Week	Time of Day
Shoulder – Spring	April 1st - May 15th	Mon - Thurs	8am + 12pm	Fri - Sun	12pm
Peak	May 16th - Sept 15th	Mon - Thurs	7:30am + 12:30pm	Fri - Sun	12:30pm
Shoulder – Fall	Sept 16th - Oct 31st	Mon - Fri	8am + 12pm	Sat - Sun	12pm
Out	Nov 1st - Mar 31st	Mon - Fri	9am + 12pm	Sat - Sun	10:30am
Harvard Only					
Season	Date Range	2 Foursomes No Carts		2 Foursomes No Carts	
		Day of Week	Time of Day	Day of Week	Time of Day
All Year	Jan. 1st - Dec. 31st	Mon - Thurs	8am + 12pm	Fri - Sun	12pm
Peak	May 16th - Sept 15th	Mon - Thurs	7:30am + 12:30pm	Fri - Sun	12:30pm
Shoulder - Fall	Sept 16th - Oct 31st	Mon - Fri	8am + 12pm	Sat - Sun	12pm
Out	Nov 1st - Mar 31st	Mon - Fri	9am + 12pm	Sat - Sun	10:30am

By way of example, for the period between April 1 and May 15, for each golf facility, City will provide Contractor two (2) TTI per day from Monday through Thursday, one of which must be at 8:00am and one of which must be at noon.

Exception #1: All TTI for inventory exchange payment includes cart rental for all golfers, except in Year 1 at Overland GC. Carts will not be included in Year 1 at Overland and the City will instead trade two (2) foursomes per day during the Fri-Sun and Sat-Sun (during the Shoulder-Fall and Winter seasons) time period, but beginning January 1, 2014, Overland GC will revert to standard inventory exchange as indicated above and will include cart rental as part of inventory exchange.

Exception #2: Harvard Gulch Par-3 course will trade Two nine (9) hole rounds per day year round and will not include carts as part of inventory exchange throughout entirety of SOW Term.

The following chart details the unit cash pricing that would apply if the parties agreed in a change order to change this SOW from a zero dollar trade relationship to a cash payment relationship. Actual cash pricing per facility would be determined based upon product/feature usage per facility and indicated in the Change Order.

PRODUCTS / SERVICES COSTS AND FEES							
Product Name	Product Code	Charge Type	Product Status	Q t y	Unit Price	Total if Paid in Cash	Contract Price
ETN: TEE SHEET (including 3 user licenses)	101	Monthly	Required	8	\$425.00	\$3,400.00	\$0.00
MKT: Reminder and Thank You Emails	10105	Bundled	Required	7	\$0.00	\$0.00	\$0.00
MKT: Custom Email Confirmation	10107	Bundled	Required	7	\$0.00	\$0.00	\$0.00
ETN: Revenue Reports	10109	Bundled	Required	8	\$0.00	\$0.00	\$0.00
MKT: Database Marketing Assistant	10113	Bundled	Required	8	\$0.00	\$0.00	\$0.00
SVC: 24/7/365 Support Line and Tee Sheet Software Updates	10114	Bundled	Required	8	\$0.00	\$0.00	\$0.00
ETN: Multi Course/Cross Course Booking	10116	Bundled	Required	8	\$0.00	\$0.00	\$0.00
REV: Distribution Channel Management	10120	Bundled	Required	7	\$0.00	\$0.00	\$0.00
REV: Dynamic Pricing	10121	Bundled	Required	7	\$0.00	\$0.00	\$0.00
REV: Yield Management Tools	10122	Bundled	Required	7	\$0.00	\$0.00	\$0.00
WRE: GOLF COURSE WEBSITE BOOKING MODULE	123	Monthly	Required	7	\$250.00	\$1,750.00	\$0.00
WRE: Specials Booking Module	12303	Bundled	Required	7	\$0.00	\$0.00	\$0.00
RES: 24/7/365 EZLINKS RESERVATION CENTER (Service for 7 Courses – Billed Per Round)	126	Per Round	Required	1	\$2.50	\$2.50	\$0.00
SVC: Initial Install (per day; total days TBD)	301	One-Time	Required	32	\$750.00	\$24,000.00	\$0.00
POS: POINT OF SALE (EPOS) SOFTWARE	302	Monthly	Required	8	\$229.00	\$1,832.00	\$0.00
POS: Membership and A/R tracking	30302	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Gift Cards / Gift Certificates	30303	Bundled	Required	8	\$0.00	\$0.00	\$0.00
INT: EPOS to Accounting System Interface	30305	Bundled	Required	8	\$0.00	\$0.00	\$0.00
INT: Integrated CC Processing	30307	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Reporting	30308	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Retail Inventory Management	30312	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Rain Check Management	30315	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Loyalty/Activity Card Program	30319	Bundled	Required	8	\$0.00	\$0.00	\$0.00
POS: Centralized Reporting	312	Monthly	Required	8	\$50.00	\$400.00	\$0.00
POS: Centralized Loyalty	314	Monthly	Required	8	\$25.00	\$200.00	\$0.00
SVC: 24/7/365 Support Line and Annual EPOS Updates	315	Annually	Required	8	\$750.00	\$6,000.00	\$0.00
POS: Centralized Gift Cards	317	Monthly	Required	8	\$25.00	\$200.00	\$0.00
ETN: Extra User License (each)	10101	Monthly	Required	35	\$25.00	\$875.00	\$0.00

PRODUCTS / SERVICES COSTS AND FEES							
Product Name	Product Code	Charge Type	Product Status	Q t y	Unit Price	Total if Paid in Cash	Contract Price
ETN: Photo ID Feature	10102	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
REV: Utilization Pricing	10103	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
ETN: Itinerary Manager	10106	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
ETN: Member Icons	10108	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
MKT: Marketing Tracker	10110	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
ETN: Rapid Reserve	10115	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
ETN: Auto Turn Times	10117	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
MKT: Promo Code Engine	10119	Bundled	Not Active	7	\$0.00	\$0.00	\$0.00
WRE: Golf Course Website Reservation Pre-Payment	12101	Bundled	Not Active	7	\$0.00	\$0.00	\$0.00
WRE: Mobile Booking Module	12302	Bundled	Not Active	7	\$0.00	\$0.00	\$0.00
WRE: Social Booking Module	12304	Bundled	Not Active	7	\$0.00	\$0.00	\$0.00
WRE: Built-in Analytics for Website Booking Module	12306	Bundled	Not Active	7	\$0.00	\$0.00	\$0.00
POS: Physical Inventory Scanner Interface	30301	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
SVC: Remote Training	30309	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
POS: Recurring Billing	30313	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
POS: Recurring Credit Card Charging	30314	Bundled	Not Active	8	\$0.00	\$0.00	\$0.00
INT: EPOS to Range Software Interface	30316	One-Time	Not Active	8	\$250.00	\$2,000.00	\$0.00
POS: Centralized Inventory Management	313	Monthly	Not Active	8	\$25.00	\$200.00	\$0.00

The City and Contractor agree that ninety (90) days prior to the expiration of the fifth year of this SOW Term, the City and Contractor will negotiate in good faith to determine any necessary changes to the compensation described in this Section H of the SOW – accounting for the then prevailing market price.

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Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

