

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”) and **ACCELA, Inc.**, a California corporation, registered to do business in Colorado, whose address is 2633 Camino Ramon, San Ramon, CA 94583 (“Contractor” or “Accela”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City with a multi-agency permitting solution and the Contractor has agreed to provide the hosted solution, which are set out in the attached Order Form, and other deliverables under the terms and conditions as set out below; and

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 City and Contractor incorporate the recitals set forth above and agree as follows:

1. DEFINITIONS. Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1. “Aggregate Data” means data and information related to The City's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Contractor in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.2. “Authorized User” means one named employee, contractor or agent of The City (each identified by a unique email address) for whom The City has purchased a subscription to the Subscription Services and who is authorized by The City to access and use the Subscription Services under the rights granted to The City pursuant to this Agreement.

1.3. “City Data” means all information in electronic 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, of such information that was created by or in any way originating with the City, in the course of using and configuring the Subscription Services provided under this Agreement, and includes all records relating to the City's use of the Subscription Services. City Data does not include Aggregate Data.

1.4. "Confidential Information" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure or information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PCI, federal or state tax information ("Tax Information"), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.5. "Contractor Systems" means the information technology infrastructure used by or on behalf of Contractor in performing the Subscriptions Services, including all computers, software (including but not limited to Contractor Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Contractor or its third party suppliers.

1.6. **“CORA”** means the Colorado Open Records Act, §§ 24-72-200.1, *et seq.*, C.R.S.

1.7. **“Data Incident”** means any accidental or deliberate event that results in or constitutes known imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of City Data due to a security issue with the Subscription Services. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to City Data; or (ii) unwanted disruption or denial of service; (iii) the unauthorized use of City Data. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data, or the ability of the City to access City Data.

1.8. **“Deliverable”** means the Subscription Services or Documentation or work described in an Order Form to be provided to the City by Contractor under this Agreement.

1.9. **“Documentation”** means, collectively: (a) all materials made available to the City by Contractor under this Agreement that relate to the functional, operational and/or performance capabilities of the Subscription Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities for the Subscription Services, under this Agreement; and (c) the results of any Contractor “Use Cases Presentation,” “Proof of Concept” or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor under this Agreement and the Subscription Services.

1.10. **“Downtime”** means any period of time of any duration that the Subscription Services are not made available by Contractor to the City for any reason, including scheduled maintenance or Enhancements, according to the Service Availability Policy.

1.11. **“Effective Date”** means the date for Subscription Services set out in an Order Form or June 17, 2022.

1.12. **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Subscription Services that Contractor may develop or acquire and incorporate into its standard version of the Subscription Services or which Contractor has elected to make generally available to its customers.

1.13. “Error” means any defect, problem, condition, bug, or other partial or complete inability of the Subscription Service, subject to the Service Availability Policy, to operate in accordance with the applicable Specifications.

1.14. “External Users” means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and The City.

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

1.16. "Order Form" means a quote in the form attached hereto as **Exhibit A** pursuant to this Agreement.

1.17. “PII” means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.

1.18. “Protected Information” includes, but is not limited to, non-public personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.

1.19. “Service Availability Policy” means the Service Availability and Security Policy located at Exhibit B which is incorporated into this Agreement by this reference.

1.20. “Service Level Agreement(s)” mean the provisions set forth in the

Service Availability Policy.

1.21. “**Software**” means any licensed software (including client software for Authorized Users’ devices) that Contractor uses or makes available to City as part of the Subscription Services.

1.22. “**Specifications**” means the most current cumulative statement of capabilities, functionality, and performance requirements for the Subscription Services as set out in the Order Forms, Documentation, and Contractor's herein representations.

1.23. “**Subcontractor**” means any third party engaged by Contractor to aid in performance of the Subscription Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Contractor involving the Subscription Service under this Agreement.

1.24. “**Subscription Period**” means the duration of the City’s authorized use of the Subscription Services as designated in the Order.

1.25. “**Subscription Service(s)**” means the civic administration services, comprised of the Contractor System, Software, and Support Services, to which the City may license access to in accordance with the terms herein.

1.26. “**Support Services**” means those technical and help services provided by Contractor in accordance with the Software Support Services Policies (SaaS) located at Exhibit C which is incorporated into this Agreement by this reference.

1.27. “**System**” means the Subscription Services to be provided by Contractor to the City under this Agreement.

1.28. “**Third Party**” means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.

1.29. “**Third-Party Host**” means the entity where the physical location of the server(s) of the City Data resides.

2. RIGHTS AND LICENSE IN AND TO DATA.

2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2. All City Data created and/or processed by the Subscription Service is and shall remain the property of the City and shall in no way become attached to the Subscription Service, nor shall Contractor have any rights in or to the City Data without the express written permission of the City.

2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or Intellectual Property Rights, except as expressly stated in the Agreement.

2.4. Subject to this Agreement, the City retains the right to use the Subscription Service to access and retrieve City Data stored on the Subscription Service at any time during the term of Subscription Services Term (as set forth in the Order Form) at its sole discretion.

3. DATA PRIVACY.

3.1. Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City. Notwithstanding anything to the contrary, Contractor retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Contractor Systems, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to The City as part of the Subscription Services, Consulting Services or Support Services then The City shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection

provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.

3.3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.

3.4. Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work under this Agreement, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and 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 at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

4. DATA SECURITY AND INTEGRITY.

4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and business practices at a level reasonably sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the

presence of Protected Information, include, but are not limited to, all applicable laws and regulations : (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJJ, (iv) the Colorado Consumer Protection Act, and (vi) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942).

4.2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

4.3. 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 and intrusion detection and reporting in providing Subscription Services under this Agreement. Contractor shall ensure that any underlying or integrated software employed by the Subscription Service is updated on a regular basis and does not pose a threat to the security of the Subscription Service.

4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:

4.4.1. Provide physical and logical protection for all hardware, software, applications, and City Data that meets or exceeds industry standards and the requirements of this Agreement.

4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

4.4.3. Comply with State and federal laws related to overall security, privacy, confidentiality, integrity, availability, and auditing.

4.4.4. Provide that security is not compromised by unauthorized access to Contractor workspaces, computers, networks, software, databases, or other physical or electronic environments.

4.4.5. Promptly report all Data Incidents.

4.4.6. Endeavor to comply with all reasonable rules, policies, procedures, and standards issued by the City's Technology Services Security Section.

4.4.7. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with report summaries regarding the inspection and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.

4.4.8. Contractor shall perform background checks in a form reasonably acceptable to the City on all of its respective employees and agents performing the Subscription Services or having access to City Data provided under this Agreement.

4.4.9. Contractor will provide notice to the security and compliance representative for the City indicating that background checks have been performed.

4.4.10. If Contractor will have access to Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and § 24-50-1002, C.R.S.

4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

4.6.1. A SSAE 18/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;

4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Subscription Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Subscription Services under this Agreement.

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

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

4.9. Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide the City the result summaries of the above audits.

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

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

5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

5.1.2. Consult with the City regarding its response;

5.1.3. Cooperate with the City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

5.1.4. Upon request, provide the City with a copy of its response.

5.2. If the City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the City will promptly provide a copy to Contractor. Contractor will promptly supply the City with copies of data required for the City to respond within five (5) working days after receipt of copy from the City and will cooperate with the City's reasonable requests in connection with its response.

6. DATA INCIDENT RESPONSE.

6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and reasonably cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall reasonably cooperate with the City to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take reasonable steps to reduce the risk of incurring a similar type of Data Incident in the future, which may include, but is not limited to, developing and implementing a remediation plan mutually approved by the parties.

6.2. Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data, or circumstances that resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to the City and continue to keep the City informed daily of the progress of its investigation until the issue has been effectively resolved.

6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the City Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what

corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.5. Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore the City's access to the Services, and prevent further similar unauthorized use or disclosure.

6.6. Contractor shall reasonably cooperate fully with the City's investigation of and response to any such Data Incident.

6.7. Except as otherwise required by law, each Party will not disclose or otherwise provide notice of the Data Incident directly to any person, regulatory agencies, or other entities, without prior written permission from the other Party.

6.8. In addition to any other remedies available to the City under Section 22.1.3., Contractor will promptly reimburse the City for all costs incurred by the City in any investigation, remediation or litigation resulting from any indemnifiable Data Incident, to the extent Contractor caused or allowed the Data Incident, including but not limited to providing notification to Third Parties whose data in the City Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by such a Data Incident to the extent caused in such a fashion that could reasonably 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 Data Incident. The extent to which Contractor is liable under this Section 6.8, shall be as set forth in Section 22.

7. DATA RETENTION AND DISPOSAL.

7.1. Using appropriate and reliable storage media, Contractor will regularly backup data and retain such backup copies consistent with the Contractor's data retention policies.

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

7.3. Contractor will immediately preserve the state of the City Data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention

policies of records that include data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION.

8.1. Upon expiration or earlier termination of this Agreement or any Subscription Services provided in this Agreement, Contractor shall within thirty (30) calendar days provide the City Data and associated documents in a database dump file (such database dump file shall be provided without charge); and provided that the City pays (a) all costs associated with such copying, as calculated at Contractor's then-current time-and-materials rates, for any customized exports or other transitional services. Contractor's obligation to provide any further services to the City under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are otherwise terminated, Contractor will initiate its data retention processes, including the deletion of City Data from systems directly controlled by Contractor. Contractor's current Data Storage Policy is attached as Exhibit D.

9. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.

Contractor will comply with all applicable laws and Contractor policies in performing the Subscription Services under this Agreement. Any Contractor 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 Contractor prior to such visit.

9.2 ADA Website Compliance:

9.2.1. Compliance and Testing. All Contractor managed or operated public-facing digital experiences (e.g., websites and webpages) must be compliant with Section 508 of the Rehabilitation Act of 1973 and the WCAG 2.0 Level AA guidelines, as it may be amended (collectively, "Guidelines"). Prior to launching to the public, Contractor shall test all public-facing digital experiences, both manually and in an automated fashion, as applicable, to confirm and maintain compliance with the Guidelines,

and then subsequently, no more than once per each term year thereafter. Such manual and automated testing may only be performed by a third party vendor approved by the Department of Justice. The City has a list of approved third party vendors. The City does not warrant the work of any third party vendor. All testing under this section shall be performed by third party vendors at the Contractor's expense.

9.2.2 Validation, Review and Remediation. Contractor will notify City when its digital experience is ready for City review and validation. City will then validate, prior to launch and each term year thereafter, to confirm that the digital experience is compliant with the Guidelines. Manual testing of the Contractor's digital experience will be verified by City with approved vendors and individuals of varying disabilities which shall include individuals who are blind, deaf or hard of hearing, and who have mobility or dexterity limitations. Upon completion of all testing, a review will be performed by the City's web accessibility coordinator to confirm completion of all accessibility requirements. In the event that any deficiencies are discovered in the Contractor's digital experience, City will promptly notify Contractor, and Contractor will remediate prior to launch. A digital experience will not launch until all deficiencies are remediated. All digital experiences must include a statement on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues.

9.2.3 In the event that the digital experience fails compliance at any time, Contractor shall bring the digital experience into compliance within ninety (90) days, which may be extended by mutual written agreement of the Parties. Failure to bring the digital experience into compliance for any reason within such time, except as may be mutually extended by the written agreement of the parties, shall be a breach of this Agreement.

10. WARRANTIES, REPRESENTATIONS AND COVENANTS. Contractor represents and warrants that:

10.1. The Subscription Service will conform to Specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or

performance during the Term of the Subscription Period and further, the Subscription Services shall materially conform to the functionality set out in the Functional Requirements attached hereto as Exhibit E, unless otherwise agreed between the parties and only to the extent such functionality was in production use by the City in their on premise implementation immediately prior to the migration to the Subscription Services (provided that the immediately foregoing obligation does not apply to changes caused by third party vendors integrated with the system or functionality that is deprecated by Contractor in accordance with its standard end of life procedures). As the City's sole and exclusive remedy and Contractor's entire liability for any breach of the herein warranties, Contractor will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by the City for such non-compliant Subscription Services, provided however if the City reasonably believes that such termination materially impacts the overall usability or value of the remaining Subscription Service modules, then they may elect to terminate all Subscription Services and receive a refund of pre-paid, unused Subscription fees;

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

10.3. Contractor 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 the Subscription Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW;

10.4. There are no pending or threatened lawsuits or claims: (i) alleging that any software or service infringes, violates or misappropriates any Third-Party rights; or (ii) adversely affecting the Subscription Service or supplier's ability to perform its obligations hereunder;

10.5. The Subscription Service is not known to violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

10.6. The Subscription Services contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data.

10.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Subscription Services do not contain and the City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to the City, to: (a) restore and/or reconstruct all City Data lost by the City as a result of Disabling Code; (b) furnish to City a corrected version of the Subscription Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Subscription Services at no additional cost to the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

10.8. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance under this Agreement occurs during the term.

10.9. Cannabis-Related Activities. If The City purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Contractor is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Contractor only retains Subscription Services fees of this Agreement from the City for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the the City to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Contractor makes no representations,

promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and has no responsibility or liability with respect to services provided to the City by such third parties.

11. CONFIDENTIALITY.

11.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data is publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws.

11.2. The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However, (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the City may be subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

11.3. The Receiving Party will inform its employees and officers of the 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. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

12. COLORADO OPEN RECORDS ACT. The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. 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 documents which it marked as proprietary or confidential material. 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 to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. 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 Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City incurs directly or may be ordered to pay by such court.

13. SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED.

13.1. 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 provide the Subscription Services listed on the Order.

13.2. Contractor shall provide the Subscription Services to City.

13.3. Contractor is ready, willing, and able to provide the Subscription Services.

13.4. Contractor shall faithfully perform the Subscription Services in accordance with this Agreement.

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

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

13.5.2. Account credential lifecycle management from instantiation through revocation;

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

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

13.6. Vendor Supported Releases. Contractor shall maintain the currency all third-party software solely provided by Contractor for exclusive use with the Subscription Service.

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

14. GRANT OF LICENSE; RESTRICTIONS.

14.1. Subject to the terms and conditions of this Agreement, Contractor hereby grants to the City a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support the City's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to the City. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

14.2. Support Services & Availability. During the Subscription Period, Contractor shall provide to the City the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable Contractor policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. The City grants Contractor a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into

its software or services any suggestions or other feedback provided by Contractor relating to the operation or features of the Subscription Services.

14.3. Consulting Services. Customer may purchase Consulting Services from Contractor by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Contractor's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

14.4. Restrictions on Use. The City shall not, and shall not permit others, to the extent it is within the reasonable capacity of its operations to control others, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Contractor's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Contractor, (viii) access or use components of the Subscription Service not licensed by the City; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws; (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction,

maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage. The City shall not be bound to any of these preceding conditions to the extent that the Service has been configured by Contractor, Contractor has approved such configuration and control of the conditions above are within Contractor's exclusive control.

14.5. Ownership. Notwithstanding anything to the contrary Contractor retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Contractor System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to the City as part of the Subscription, Consulting or Support Services then the City shall receive a limited license consistent with this Agreement to use such materials during the Subscription Period - Contractor does not assign any ownership of any Intellectual Property Rights under this Agreement.

14.6. The City's Responsibilities. The City will (i) be responsible for meeting Contractor's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by the City) occurring under the City's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of City Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and City Data under its account, and notify Contractor promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

15. TERM. The term of the Agreement is from June 17, 2022 through June 30, 2027 (the "Term"). The Parties agree that the Agreement and Orders may be renewed for an additional five (5) year term upon the same terms and conditions with an increase in no more than three percent (3%) of the annual cost for the renewal term. At the end of the initial Term the Parties shall adjust the pricing based upon the City's actual or anticipated usage. At the end of the Term the Parties shall mutually adjust the pricing based upon the The City's actual or anticipated usage.

16. COMPENSATION AND PAYMENT.

16.1. Fee: The fee for the Subscription Service is due annually in advance as described in the attached Order(s) (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and the City’s Fiscal Accounting Rules.

16.2. Invoicing: 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 on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.

16.3. Maximum Agreement Liability:

16.3.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN MILLION FOUR HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$7,470,375.00)** (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 Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.

16.3.2. 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 the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation the City.

17. STATUS OF CONTRACTOR. Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither 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.

18. TERMINATION.

18.1. The City has the right to terminate the Agreement, or a product under the Agreement, with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor, provided that in such an event no refund shall be due to the current years' pre-paid fees. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager. A Party may terminate this Agreement and Subscription Services license granted hereunder for cause immediately upon written notice to the other Party of a material breach if such breach remains uncured after a thirty (30) day period from written notice of such material breach by the other Party. Either Party may terminate immediately if the other Party files for bankruptcy or becomes insolvent. Contractor may, at its sole option, suspend The City's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Contractor: (i) suspects that any person other than The City or an Authorized User is using or attempting to use City Data; (ii) suspects that The City or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Contractor or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) The City's payment obligations are more than ninety (90) days past due, provided that Contractor has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should The City terminate this Agreement for cause, Contractor will refund a pro-rata portion of unused, pre-paid fees.

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

19. EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent financial books, documents, papers and records related to Contractor's performance pursuant to

this Agreement, provision of any goods or services to the City. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing financial documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. The Parties shall at all times comply with D.R.M.C. 20-276 and C.R.S 24-73-101, *et seq.*

20. 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.

21. INSURANCE.

21.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all Deliverables provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent

ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within ten (10) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the City requirements, and these requirements do not lessen, expand or limit the liability of the Contractor.

21.2. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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.

21.3. Additional Insureds: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver as additional insured.

21.4. Waiver of Subrogation: For all coverages, except the Umbrella and Technology E&O, required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

21.5. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage appropriate to their respective primary business risks considering the nature and scope of services provided.

21.6. 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 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.

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

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

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

22. DEFENSE AND INDEMNIFICATION.

22.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees (“Indemnified Parties”) for, from and against all third party liabilities, claims, judgments, suits or demands for damages (“Losses”) to persons or property arising out of, resulting from any third party suit, demand, action to the extent that such Losses arise from:

22.1.1. from Contractor’s negligence, willful misconduct, recklessness or fraud (including acts or omissions) in the provisioning of the Subscription Services;

22.1.2. death, personal injury or tangible property damage proximately caused by Contractor;

22.1.3. a Data Incident, provided that Contractor shall not be liable for a Data Incident caused by the sole negligence of the City or the City’s failure to follow industry standard best practices for security protocols.

Each of the foregoing a “Claim” subject to this indemnity. In the event that both Parties have been concurrently negligent Contractor shall only bear the cost of the defense and payment of Losses in accordance with its apportioned responsibility for such Claim. In the event that the parties cannot

reasonably agree on an apportionment of responsibility, then either may seek a declaratory judgment for such apportionment (or alternatively by consent of both parties, utilize an alternative dispute resolution method). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any Losses either passive or active and Contractor agrees to reasonably cooperate with City to minimize Losses and respond to all reasonable requests by the City to facilitate its recovery of Losses from a third party, if applicable.

22.2. Contractor's duty to defend and indemnify the City for Claims set forth in Section 22.1 and 22.7 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 so long as City(a) provides prompt notice to Contractor in writing of any Claim that does or is alleged to arise, (b) provides reasonable cooperation to Contractor, and (c) subject to the City Attorney's authorization, which shall not be unreasonably withheld, direction of the defense of such claim, provided however Contractor shall always be entitled to direct the defense of Claims under 22.7. in protection of its intellectual property rights.

22.3. Failure to provide notice by the City will not relieve Contractor, except to the extent that Contractor is materially prejudiced in its defense. The City is entitled to: (i) regular updates on proceeding status; (ii) employ its own counsel, at its own expense, and participate in the defense; (iii) retain control of the defense of any portion of the claim to the extent that any principles of Colorado governmental or public law, or issues involving City employees, may be involved or challenged; and (iv) the right to consent (not to be unreasonably withheld, delayed or conditioned), to the settlement or entry of any judgment in or otherwise seek to terminate the defense any claim, action, or proceeding and (v) collaborate and consent to the selection of outside counsel by Contractor (not to be unreasonably withheld). In the event that the City is the sole respondent named in a Claim, such fact shall not bar the City from seeking an indemnity herein.

22.4. Contractor will defend any and all indemnifiable Claims which may be brought or threatened against City under this Section 22 and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims. In the event Contractor denies the indemnity coverage set forth in 22.1 or 22.7 and the City is required to

enforce such indemnity obligations, then the City shall be entitled to recover the costs of such enforcement, in addition to any other remediate available at law.

22.5. Insurance coverage requirements specified in this Agreement shall in no way lessen, expand upon, or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection, if commercially practicable and available.

22.6. This defense and indemnification obligation states the entire obligation of Contractor with respect to Contractor's defense and indemnification obligation under this Agreement and it shall survive the expiration or termination of this Agreement.

22.7. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that the Subscription Services provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor shall have no liability or obligation for any Claim to the extent that such Claim arises out of or results from (a) use of the IP Deliverables by the City in combination with any software or service not provided by Contractor, if no infringement would have occurred without such combinationa or (b) any customization of the IP Deliverables by the City, on behalf of the City by a third party, or by Contractor in accordance with the City's specifications, provided that no infringement would have occurred but for such customizations. For the avoidance of doubt, the term customizations shall not include the standard implementation and configuration conducted in the normal course of deploying the Subscription Services.

23. LIMITATION OF LIABILITY.

23.1. Neither party will be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this agreement for consequential incidental, indirect, or special damages, including without limitation lost profits and lost business opportunities. Contractor agrees that losses awarded to a third party plaintiff subject to the indemnity in Section 22, shall be deemed direct damages for the purposes of this clause.

23.2. In no event will either party's aggregate liability to the other party under this Agreement, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Agreement, exceed three times (3x) the fees paid (or payable) by the City to the Contractor during the twelve (12) month period immediately preceding the event giving rise to such claim. Multiple claims will not expand this limitation. The above Limitation of Liability will not apply to: (i) Losses awarded to or settled with a claimant under Sections 22.7 for violations of IP; (ii) damages arising from either gross negligence, willful or intentional misconduct or recklessness (for the avoidance of doubt, such exclusion shall also apply to Contractors indemnity in 22.1.1. for the aforementioned misconduct); (iii) death, personal injury or destruction of tangible property proximately caused by Contractor, including Contractors indemnity obligations in Section 22.1.2. and (iv) Contractor's security and privacy indemnity in Sections 22.1.3., 6.1 and 6.8 (provided, notwithstanding anything to the contrary, that any such liability under the subclause (iv) in the aggregate shall be limited to \$20,000,000 USD).

24. 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).

25. 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.

26. ASSIGNMENT; SUBCONTRACTING. Contractor shall not hereinafter voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager'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 Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.

27. NO THIRD-PARTY BENEFICIARY. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

28. NO AUTHORITY TO BIND CITY TO CONTRACTS. 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.

29. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of The City's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

30. SEVERABILITY. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable for Subscription Services by the City, if a court of competent jurisdiction finds any provision of the 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.

31. CONFLICT OF INTEREST.

31.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. 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.

31.2. Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 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, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

32. 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 Contractor 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.

33. DISPUTES. All disputes between the City and Contractor arising out of or regarding the Agreement will (1) be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f) or (2) notwithstanding anything to the contrary, be resolved by a court in the jurisdiction and venue of any action related to the subject matter of this Agreement. For the purposes of that administrative procedure, the City official rendering a determination shall be the Manager as defined in this Agreement. Notwithstanding anything to the contrary, Contractor retains all its rights.

34. GOVERNING LAW; VENUE. The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

35. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all hereinafter subcontracts for Subcontractors under this Agreement.

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. 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 Contractor from City facilities or participating in City operations.

37. LEGAL AUTHORITY. 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 the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to

the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

38. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

39. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

40. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, 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.

41. 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.

42. 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, Contractors 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.

43. 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.

44. 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.

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

46. 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.

47. ADVERTISING AND PUBLIC DISCLOSURE. Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

48. COMPLIANCE FOR IN-SCOPE SERVICES. Contractor covenants and agrees to comply with all laws and regulations applicable laws and regulations in provisioning of the Subscription Services. IRS Publication 1075: CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business

partners, contractors, Subcontractors and any person or entity that may have access to City Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time as required by law or City Data may be utilized within the Subscription Services that change the compliance requirements. If compliance requirements change, Contractor and the City shall collaborate in good faith and use all reasonable efforts so that the Subscription Services become or remain compliant as necessary under this section. If compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the Agreement for cause.

49. ON-LINE AGREEMENT DISCLAIMER. Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on 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.

50. PROHIBITED TERMS. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits 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. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

51. RESERVED. The following Attached Exhibits are hereby incorporated herein as functional obligations under the Agreement. Upon execution of this Agreement the Order shall be deemed executed.

ATTACHED EXHIBITS

- EXHIBIT A – Order
- EXHIBIT B – Service Availability Policy
- EXHIBIT C – Software Support Services Policies (SaaS)
- EXHIBIT D – Data Storage Policy
- EXHIBIT E - Functional Requirements Matrix
- EXHIBIT F – Certificate of Insurance
- EXHIBIT G- ERD Policy

Contract Control Number: TECHS-202262473-00
Contractor Name: ACCELA INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202262473-00
ACCELA INC

By: DocuSigned by:
Aaron Haggarty
A04499D928344D8...

Name: Aaron Haggarty
(please print)

Title: CLO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Matthew Donovan
Contact Phone:
Contact Email: mdonovan@accela.com
Quote ID: Q-26839
Valid Through: 6/30/2022
Currency: USD

ORDER

Address Information

Bill To:

City and County of Denver, CO
201 Colfax Avenue, Department 301
Denver, Colorado 80202
United States

Ship To:

City and County of Denver, CO
201 Colfax Avenue, Department 301
Denver, Colorado 80202
United States

Billing Name: Paul Kresser
Billing Phone: (720) 282 -1950
Billing Email: paul.kresser@denvergov.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	6/17/2022	6/16/2023	12	\$657.14	1,400	\$920,000.00
> Accela Building - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Planning - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Business Licensing - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Short Term Rental - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Fire - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Cannabis Licensing - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Environmental Health - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
> Accela Alcohol and Beverage Control - SaaS	Year 1	6/17/2022	6/16/2023	12	\$0.00	1,400	\$0.00
Additional Environment Azure Environment	Year 1	6/17/2022	6/16/2023	12	\$15,000.00	1	\$15,000.00
- Interface OpenCities - Accela Connector	Year 1	6/17/2022	6/16/2023	12	\$5,000.00	1	\$5,000.00
Enhanced Reporting Database (standalone quote)	Year 1	6/17/2022	6/16/2023	12	\$50,000.00	1	\$50,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Preferred Support for SaaS	Year 1	6/17/2022	6/16/2023	12	\$150,000.00	1	\$150,000.00
TOTAL:							\$1,140,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	6/17/2023	6/16/2024	12	\$690.00	1,400	\$966,000.00
> Accela Building - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Planning - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Business Licensing - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Short Term Rental - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Fire - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Cannabis Licensing - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Environmental Health - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
> Accela Alcohol and Beverage Control - SaaS	Year 2	6/17/2023	6/16/2024	12	\$0.00	1,400	\$0.00
Additional Environment Azure Environment	Year 2	6/17/2023	6/16/2024	12	\$15,750.00	1	\$15,750.00
- Interface OpenCities - Accela Connector	Year 2	6/17/2023	6/16/2024	12	\$5,250.00	1	\$5,250.00
Enhanced Reporting Database (standalone quote)	Year 2	6/17/2023	6/16/2024	12	\$52,500.00	1	\$52,500.00
Preferred Support for SaaS	Year 2	6/17/2023	6/16/2024	12	\$157,500.00	1	\$157,500.00
TOTAL:							\$1,197,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	6/17/2024	6/16/2025	12	\$724.50	1,400	\$1,014,300.00
> Accela Building - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Planning - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Business Licensing - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Short Term Rental - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Fire - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Cannabis Licensing - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Environmental Health - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00
> Accela Alcohol and Beverage Control - SaaS	Year 3	6/17/2024	6/16/2025	12	\$0.00	1,400	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Additional Environment Azure Environment	Year 3	6/17/2024	6/16/2025	12	\$16,537.50	1	\$16,537.50
- Interface OpenCities - Accela Connector	Year 3	6/17/2024	6/16/2025	12	\$5,512.50	1	\$5,512.50
Enhanced Reporting Database (standalone quote)	Year 3	6/17/2024	6/16/2025	12	\$55,125.00	1	\$55,125.00
Preferred Support for SaaS	Year 3	6/17/2024	6/16/2025	12	\$165,375.00	1	\$165,375.00
TOTAL:							\$1,256,850.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	6/17/2025	6/16/2026	12	\$760.73	1,400	\$1,065,015.00
> Accela Building - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Planning - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Business Licensing - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Short Term Rental - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Fire - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Cannabis Licensing - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Environmental Health - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
> Accela Alcohol and Beverage Control - SaaS	Year 4	6/17/2025	6/16/2026	12	\$0.00	1,400	\$0.00
Additional Environment Azure Environment	Year 4	6/17/2025	6/16/2026	12	\$17,364.38	1	\$17,364.38
- Interface OpenCities - Accela Connector	Year 4	6/17/2025	6/16/2026	12	\$5,788.13	1	\$5,788.13
Enhanced Reporting Database (standalone quote)	Year 4	6/17/2025	6/16/2026	12	\$57,881.25	1	\$57,881.25
Preferred Support for SaaS	Year 4	6/17/2025	6/16/2026	12	\$173,643.75	1	\$173,643.75
TOTAL:							\$1,319,692.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	6/17/2026	6/16/2027	12	\$798.76	1,400	\$1,118,265.75
> Accela Building - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Planning - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Business Licensing - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Short Term Rental - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Fire - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Cannabis Licensing - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Environmental Health - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
> Accela Alcohol and Beverage Control - SaaS	Year 5	6/17/2026	6/16/2027	12	\$0.00	1,400	\$0.00
Additional Environment Azure Environment	Year 5	6/17/2026	6/16/2027	12	\$18,232.59	1	\$18,232.59
- Interface OpenCities - Accela Connector	Year 5	6/17/2026	6/16/2027	12	\$6,077.53	1	\$6,077.53
Enhanced Reporting Database (standalone quote)	Year 5	6/17/2026	6/16/2027	12	\$60,775.31	1	\$60,775.31
Preferred Support for SaaS	Year 5	6/17/2026	6/16/2027	12	\$182,325.94	1	\$182,325.94
TOTAL:							\$1,385,677.12

Pricing Summary

Period	Net Total
Year 1	\$ 1,140,000.00
Year 2	\$ 1,197,000.00
Year 3	\$ 1,256,850.00
Year 4	\$ 1,319,692.51
Year 5	\$ 1,385,677.12
Total	\$ 6,299,219.63

ADDITIONAL TERMS:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order or the governing agreement, and all such terms or conditions will be null.
2. This Order will be governed by the terms and conditions of the Master Services Agreement between the Parties.
3. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value and use shall be subject to the additional terms of the ERD Policy, attached to the agreement as Exhibit F.
4. On-premise support for the City's existing implementation of Contractor's products shall be included within the Subscription Fees until such time that the City completes the transition to the SaaS platform.
5. A credit for the current term maintenance will be calculated using the daily rate of \$928.13 from the date of delivery of the environment through the renewal date 12/31/22, and will be applied to the invoice for Year 1 above.

Accela Availability and Security Policy

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. **Scheduled and Planned Maintenance (collectively, "Scheduled Maintenance"):** Scheduled Maintenance events generally do not require material Customer testing, nor Customer user experience and functionality training, nor the potential for refactoring and testing of Customer integrations. Accela will notify Customer no less than forty-eight (48) hours prior of Scheduled Maintenance for patches and hot-fixes intended for the stability, functionality, and security of the Subscription Services (collectively "Fixes"), provided that such Fixes shall occur wholly outside of the Customer's normal business hours and does not reasonably adversely affects scheduled tasks or reporting (other than potential delays for the time required to apply such patch on the system). For the avoidance of doubt, in the event that the application of a Fix results in additional downtime, or extends into normal business hours, beyond a reasonable period to apply such Fix, such downtime shall not be excluded from the availability calculation. Accela will notify Customer in accordance with paragraph B for Major Release and Service Pack Deployment (collectively "Releases"). These time frames represent the Customer's need to adequately notify and prepare for scheduled maintenance.
- b. **Major Release and Service Pack Deployment (collectively, "Release Management"):** Release Management events are mandatory and generally require material Customer testing, Customer user experience and functionality training, along with the material potential for refactoring and testing of Customer integrations. Accela will notify Customer of significant Release Management events through its release notifications on the Trust Page, as further described below t. In the case of Service Packs and other minor Release Management events, Accela shall notify the Customer four (4) weeks ahead of the non-production release followed by an additional four (4) weeks prior to the subsequent production release. In the event that testing demonstrates the release of the service pack or minor release would reasonably result in a severity level 1 or 2 incident for Customer, Accela shall work with the customer in good-faith to either delay the release or identify an acceptable alternative.
- c. **Unscheduled, Unplanned, or Emergency Maintenance (collectively, "Emergency Maintenance"):** Accela will notify Customer as soon as practical and reasonable when need arises to perform Emergency Maintenance. Provided that Accela conforms to the schedule above (Part b) for Fixes and Releases, such time shall be excluded from Downtime. For any actions not in conformance with the above, Accela and the Customer shall mutually review events of Emergency Maintenance for determination whether the event warrants exclusion status for that calendar month. Both parties agree to act in good faith on such classifications and neither shall capriciously nor unreasonably purpose or withhold agreement of Emergency Maintenance status.
- d. **Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:**
 1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

- f. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Service Status Notifications:

Accela's Trust Page allows Customers to access on-demand status of Accela's SaaS services. Customers can subscribe to real time updates on any scheduled or other activities that impact Accela SaaS service.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next annual renewal of the Subscription Period or, if Customer does not renewal such Subscription Period, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the notice of non-renewal of such Subscription Period. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.9%	0%
99.5% - <99.9%	5%
98.9% - <99.5%	10%
97.9% - <98.9%	20%
96.9% - <97.9%	30%
96.75% - <96.9%	40%
<96.75%	50%

If downtime metrics for any three consecutive months are not in compliance with Service Level Agreement set forth in Contract, the City and County of Denver may terminate according to the terms of the Agreement. City and County of Denver will be reimbursed all paid subscription fees for remaining subscription period/terms based on date of termination.

Customer Account Login:

For Accela interface access, Accela uses secure, strong, and non-deprecated encryption protocols - TLS 1.3 (released in 2018), TLS 1.2 (released in 2008), with strong cipher suites -- for protection of data in transit. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer. Accela shall use multi-factor authentication for its employees or contractors that have access to the Subscription Services system environment. Accela shall use the Customer's federation authentication method (e.g. Azure SSO) for both user and administrative access.

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at <https://azure.microsoft.com/enus/overview/security/>.

Disaster Recovery

Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to its services provided under this agreement. The program shall be designed, in the event of a significant business disruption affecting Contractor, to provide all of the necessary and sufficient capabilities, processes, and procedures to enable Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption.

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

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.

Based upon the results and subsequent recommendations of the testing above, 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.

Contractor will 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.

Contractor represents that it is capable, willing, and able to provide all of the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.



Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Contractor.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

Policy 1

Accela, Inc.
Standard SaaS Support Services Policy
Dated: April 21, 2021

This Accela Standard SaaS Support Services Policy (“Support Policy”) governs the terms under which Contractor provides Support Services and is subject to the SaaS services agreement (“Agreement”) entered into between Contractor and the recipient of such services (“City” or “Agency”). This Support Policy may be updated from time to time by Contractor in its sole discretion.

General Requirements and Hours of Operation

- a. **Ticketing Support:** Contractor will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Contractor’s observed holidays.
 - b. **Telephone Support:** Contractor’s City Support Department, a live technical support facility, will be available to City from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Contractor’s observed holidays.
 - c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Contractor will make available to City certain archived software updates and other technical information in Contractor’s online support databases.
- (1) **Agency Contacts:** “Agency Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Contractor know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency’s support case activity, developing and deploying troubleshooting processes within your Agency’s organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Contractor’s implementation and adoption programs. Are knowledgeable about the Agency’s configured solution in order to assist Contractor in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Contractor in diagnosing and triaging the problem.

(2) **Submitting a Case**

Agency Contacts may submit cases via:

- a. the online support portal by logging into the Contractor Success Community at

- <https://success.accela.com> and selecting Get Support > Submit a case or
- b. a telephone call to City Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

(3) Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Contractor's discretion. Contractor is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to the City pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Contractor will schedule Updates during non-business hours and will provide the City with advance notice of all Updates.

(4) Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) City Cooperation

Contractor must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Contractor to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Contractor, or providing information as reasonably requested and appropriate. Also, Contractor may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Contractor.

(6) Third Party Product Support

If any third-party software is supplied by Contractor, Contractor disclaims all support obligations for such third-party software, unless expressly specified by Contractor in the City's Agreement.

(7) Exclusions

The following Support Exclusions are not covered by this Support Policy:

- a. Support required due to the City's or any End User's or third party's misuse of the Services;
- b. Support during times outside of Contractor's regular business hours stated above;
- c. Support necessitated by external factors outside of Contractor's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;

- d. Support of or caused by customizations (if outside of Contractor's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of the City or any End User;
- e. Support of or caused by the City's or any End User's or third party's equipment, software or other technology (other than third party equipment within Contractor's direct control);
- f. Support to resolve or work-around conditions which cannot be reproduced in Contractor's support environment and
- g. Support of any software add-ons supplied together with the Service (except where specified in the customer's Agreement).

Any support services falling within these Support Exclusions may be provided by Contractor at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Contractor.

(8) Error Classification

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(9) Target Initial Response Time

Contractor will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day ^a
2	3 days ^a
3	5 days ^a
4	7 days ^a

^a Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Contractor SuccessCommunity.

Policy 2

Accela, Inc.
Preferred SaaS Support Policy
Dated: April 21, 2021

This Contractor Preferred SaaS Support Services Policy (“Support Policy”) governs the terms under which Contractor provides Support Services and is subject to the SaaS services agreement (“Agreement”) entered into between Contractor and the recipient of such services (“City” or “Agency”). This Support Policy may be updated from time to time by Contractor in its sole discretion. This policy only applies to the City if it has purchased Preferred Level Support.

General Requirements and Hours of Operation

- a. **Ticketing Support:** Contractor will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Contractor’s observed holidays.
 - b. **Telephone Support:** Contractor Customer Support Department, a live technical support facility, will be available in English to your identified Agency Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Contractor self-service resources is available 24x7 through the Contractor Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Contractor support engineer for resolution. Contractor support engineers will follow through on the case for the Agency Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.
 - c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Contractor will make available to the City certain archived software updates and other technical information in Contractor’s online support databases.
- (1) **Agency Contacts:** “Agency Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to ten (10) Agency Contacts and agree to let Contractor know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency’s support case activity, developing and deploying troubleshooting processes within your Agency’s organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Contractor’s implementation and adoption programs. Are knowledgeable about the Agency’s configured solution in order to assist Contractor in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Contractor in diagnosing and triaging the problem.

- (2) **Submitting a Case:** Agency Contacts may submit cases via:
- a. the online support portal by logging into the Contractor Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or
 - b. a telephone call to the Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)
- (3) **Updates:** Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Contractor's discretion. Contractor is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to the City pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Contractor will schedule Updates during non-business hours and will provide the City with advance notice of all Updates.

- (4) **Upgrade/Downgrade of Severity Level:** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.
- (5) **City Cooperation:** Contractor must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Contractor to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Contractor, or providing information as reasonably requested and appropriate. Also, Contractor may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Contractor.
- (6) **Third Party Product Support:** If any third-party software is supplied by Contractor, Contractor disclaims all support obligations for such third-party software, unless expressly specified by Contractor in the City's Agreement.
- (7) **Named Technical Support Advisor:** Contractor will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customers system and provide oversight for any support cases created with Contractor. They will also facilitate the following:
1. **Scheduled calls to review open support tickets with Contractor and**
 2. **a monthly service review to review overall support performance.**

(8) **Monthly APO Data Loads:** Included with the Preferred support plan is a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity level case.

- (9) **Exclusions:** The following Support Exclusions are not covered by this Support Policy:
- a. Support required due to the City's or any End User's or third party's misuse of the Services;
 - b. Support during times outside of Contractor's regular business hours stated above;
 - c. Support necessitated by external factors outside of Contractor's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
 - d. Support of or caused by customizations (if outside of Contractor's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of the City or any End User;
 - e. Support of or caused by the City's or any End User's or third party's equipment, software or other technology (other than third party equipment within Contractor's direct control);
 - f. Support to resolve or work-around conditions which cannot be reproduced in Contractor's support environment and
 - g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

Any support services falling within these Support Exclusions may be provided by Contractor at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Contractor.

(10) **Error Classification:**

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(11) **Target Initial Response Time:** Contractor will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour ^a
2	4 hours ^a
3	8 hours ^a
4	24 hours ^a

^a Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

(12) **Resolution Targets:** Contractor will use commercially reasonable efforts to resolve production related support cases within the applicable response time described in the table below and further detailed in the notes below:

Target Resolution Time by Case Severity	
Severity Level	
1	8 hours
2	12 hours
3	5 Business Days
4	Next Major Release

- Target Resolution times apply to production related support cases meeting the criteria set forth in this policy and shall not apply to enhancement or feature requests.
- Target Resolution times begin from the point that the City has provided enough information to Contractor, such that Contractor is able to replicate such issue in a non-production environment.
- Target Resolution Times calculations shall not include time required for responses by the City, based on reasonable information requests by Contractor in its efforts to resolve the issue and the City agrees that it shall designate at least one (1) Agency contact with the appropriate level of training and knowledge of the City's environment to facilitate the diagnosis and resolution of the issues.
- A Resolution is achieved when either a permanent or hot fix is applied to return the System to full operating status. In the event that a hot fix only lowers the Severity classification of the incident, the Target Resolution times for such lowered Severity Level shall continue to apply (e.g. if a hot fix lowers a Severity 1 to a Severity 2 classification, Contractor shall continue to work on such issue in accordance with the table above).
- Contractor agrees to apply continuous efforts to resolve Severity 1 issues and apply continuous efforts during normal business hours for Severity 2 issues. If such issues are not resolved in accordance with the criteria above, both parties shall engage in the escalation process set forth below.
- Severity 3 and 4 for enhancements and or feature requests may be accepted for inclusion

into the next service pack or major release, if such request is included by the Contractor into its product roadmap for next release; Contractor may not be required to incorporate such requests in future releases.

- Any Severity 1 or Severity 2 case that is not resolved according to the above Target Resolution Times will be escalated to Contractor's management under the following parameters.
 - **Escalation Process.**
 - Regular Updates: Contractor agrees to provide regular updates to the City, including but not limited to efforts related to resolution, identification of known issues and potential solutions. When available, such updated shall also include a potential resolution time if reasonably assessed by the team. For incidents related to general cloud outages or major network issues shall be posted to the Accela Trust Page. When the parties believe that a live meeting between the team, including members of senior leadership, would facilitate the expeditious resolution of Severity 1 cases, they may establish calls or videoconferences for such purposes.
 - In the event that a case is not resolved in accordance with the targeted resolution times as set forth in the table, the Contractor has implemented processes to ensure that such issues are escalated with for visibility and resources allocations when required.
 - Severity 1 issues shall begin escalation to support managers no later than six (6) hours of Resolution Time; thereafter Support Directors shall be notified no later than the failure of meet the Target Resolution Times set forth herein. If a Severity 1 case exceed twelve (12) hours, senior leadership (Vice President or above) shall be notified and briefed on the case. To the extent required to resolve the case, Contractor shall assign the appropriate resources and continue to involve senior leadership until such case is resolved.
 - Severity 2 issues shall begin escalation to support managers no later than ten (10) hours of Resolution Time; thereafter Support Directors shall be notified no later than the failure of meet the Target Resolution Times set forth herein. If a Severity 1 case exceed sixteen (16) hours, senior leadership (Vice President or above) shall be notified and briefed on the case. To the extent required to resolve the case, Contractor shall assign the appropriate resources and continue to involve senior leadership until such case is resolved.
- To facilitate Contractor meeting its support obligations, the City must provide Contractor with the information reasonably necessary to determine the proper classification of the underlying problem in accordance with the Severity definitions. Additionally, to assist Contractor's tracking of support calls and the resolution of support issues, the City must use any ticket or incident number that Contractor assigns to a particular problem in each communication with Contractor. Unless otherwise set forth in the Agreement (e.g. Service Availability credits when applicable), the escalation process set forth herein is the sole and exclusive remedy for extended resolution times of any case.



**ACCELA, INC.
DATA STORAGE POLICY**

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars (\$1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars (\$1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

History and log data will be available to customers in real-time for up to 2 years in production and 1 year in non-production unless otherwise specified. After 2 years, the history data will be archived and retained for up to 7 years. This data will be provided to the customer upon request.

Frequently Asked Questions

Can Licensee track its storage usage on the Accela Cloud?

It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

What will happen if Licensee exceeds its storage limit?

If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand (\$1,000) per 500GB of usage will be billed at the time of subscription



Can I increase my storage limit?

Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one thousand dollars (\$1,000) per year.

Exhibit D - Requirements Traceability Matrix

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	MoSCoW Value	Requirement Compliance	Product/Module	Vendor Response Comments
1	Functional	Use Case Name, User Story, Standard Requirement Name, etc.	Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.	Use the "Notes" area carefully. Notes are typical CCD/TS internal working comments and questions that should be resolved and removed prior to sending for wider distribution (e.g. RFP vendors). The "Notes" section should be treated as a temporary "parking lot" and not a final authoritative source.	This column is not constrained to any specific value and allows for any type of prioritization value or ranking strategy.				
1.a	Functional	Automated Creation of Permits, Licenses, and Inspections and Management Throughout Lifecycle	The Community Development and Regulation Solution should be able to automate the processes that support the creation of permits, licenses, and inspections, and help manage the record lifecycle from creation through closure or an otherwise non-active state. Renewal and amendment workflows must be included in the solution.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.b	Functional	Public Customer Access via Public-Facing Portal	Customers must be able to access the solution via a public-facing portal that enables them to create permits and licenses and request inspections online, mitigating the need to come into the office and make a physical trip to the Webb Building. The capabilities of the public-facing portal must be as mature as, if not more mature than, the existing solution.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.c	Functional	Data Reporting and Visualization	The solution must have an ad-hoc reporting solution with a navigable interface that allows end users to easily and efficiently query and select information to export and share throughout the business. It must also either contain native capabilities to visualize data in charts, graphs, and other formats, or have the ability to easily interface with/share data with a third-party data visualization solution such as PowerBI.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.d	Functional	Visual Representation of Geospatial Information	There must be a method to consume and visualize serviced geospatial data, either with a third-party integration with a mapping platform (i.e. Esri ArcGIS Online) or via a mapping portal/solution native to the CDR solution.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.f	Functional	Mobile Solution	The solution must have a native, mature mobile solution that allows for seamless transfer of data between the mobile application and the solution's back-end/database. It must be able to be accessed from a variety of mobile devices (majority iOS) and it must have the capability to function offline, cache data for work produced offline, and then upload/transfer that to the solution's database upon returning to a location with service or WiFi.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.g	Functional	Ad-hoc Mass Communications with Customers	The ability to communicate with permit holders, licensees, etc. is required for any updates or communications required between City and County of Denver and customers. This is especially important due to the ever-changing regulations and capabilities posed by the COVID-19 pandemic.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
1.i	Functional	Document Review and Versioning Capabilities	Documents must be able to be reviewed and versioned by passing back and forth from Accela to a third-party versioning solution, currently Bluebeam at CCD.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
2	Non-Functional	Performance Efficiency	This characteristic represents the performance relative to the amount of resources used under stated conditions. This characteristic is composed of the following sub-characteristics: Time behavior: Degree to which the response and processing times and throughput rates of a product or system, when performing its functions, meet requirements. Resource utilization: Degree to which the amounts and types of resources used by a product or system, when performing its functions, meet requirements. Capacity: Degree to which the maximum limits of a product or system parameter meet requirements.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
2.a	Non-Functional	Number of Users	Currently, the City's permitting, licensing, and inspection solution has over 2690 active users. The solution needs to accommodate for a minimum of 2700 active users and be scalable to accommodate for growth and further adoption of the solution. There are approximately 180-240 new user accounts created annually, and if a new agency is onboarded to the solution, there can be larger spikes of new user accounts (i.e. a recent addition of the Fire Department resulted in 765 new user accounts).		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	MoSCoW Value	Requirement Compliance	Product/Module	Vendor Response Comments
2.b	Non-Functional	Number of Customer Records	The solution should expect to process an unlimited number of customer records annually.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
2.c	Non-Functional	Number of Record Types	The system will need to be able to accommodate record types used by over 30 agencies. However, the current record type catalog is highly customized with 300+ record types, including renewals, and should be refined by the vendor/system implementer to more efficiently categorize record types in the modernization effort.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
2.f	Non-Functional	Accela Records	All Accela records must be migrated to the new system and maintain a same or agreed-upon status to continue the flow of work upon migration to a new system.	This is more of an upgrade and migration requirement.	High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
3	Non-Functional	Compatibility	<p>Degree to which a product, system or component can exchange information with other products, systems or components, and/or perform its required functions, while sharing the same hardware or software environment. This characteristic is composed of the following sub-characteristics:</p> <p>Co-existence: Degree to which a product can perform its required functions efficiently while sharing a common environment and resources with other products, without detrimental impact on any other product.</p> <p>Interoperability: Degree to which two or more systems, products or components can exchange information and use the information that has been exchanged.</p>	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
3.a	Non-Functional	Web Services	The solution must maintain the ability to consume web services published by varying agencies that facilitate the location-based nature of the permitting, licensing, and inspection lifecycle. This includes GIS web services (REST Endpoint) and address/locator services from the Denver Address Database (DAD) and iasWorld. (See the Integration Requirements Matrix for further delineation on specific web service dependencies.)		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
3.b	Non-Functional	Data Import/Export	Flat files are gathered from Accela. Those integrations are outside of Accela and have access to db views or tables. For example, the MJ program had a recent update to the hearing calendar db view that is consumed by MuleSoft and another public-facing app.		High	Must Have	With Custom Programming	Accela Civic Platform/Applications	
3.c	Non-Functional	Middleware Integrations	A variety of systems external to the current solution depend upon API calls and integration sent through middleware systems (MuleSoft, SOA, and custom middleware) to facilitate data exchange and the automation of workflows. These must be maintainable and compatible with the new solution. The Integration Requirements Matrix (IRM) contains further delineation of these workflows and their dependencies to maintain compatibility.		High	Must Have	With Custom Programming	Accela Civic Platform/Applications	
3.d	Non-Functional	SQL Server and Database(s)	If any on-premise database or server is required, the solution must be compatible with SQL Server 19 (current CCD SQL Server version as of November 2021).		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
3.e	Non-Functional	API	The solution must be able to facilitate direct API calls between platforms and allow for bidirectional data flow.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
4	Non-Functional	Usability	<p>Degree to which a product or system can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use. This characteristic is composed of the following sub-characteristics:</p> <p>Appropriateness recognizability: Degree to which users can recognize whether a product or system is appropriate for their needs.</p> <p>Learnability: Degree to which a product or system can be used by specified users to achieve specified goals of learning to use the product or system with effectiveness, efficiency, freedom from risk and satisfaction in a specified context of use.</p> <p>Operability: Degree to which a product or system has attributes that make it easy to operate and control.</p>	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	MoSCoW Value	Requirement Compliance	Product/Module	Vendor Response Comments
4.a	Non-Functional	Web UX/UI Standards	The CCD has a set of Web UX/UI standards and guidelines that can be referenced. Refer to https://denvergov.org/denverstyleguide/ . The solution must have an inviting, intuitive, learnable, streamlined UI for exceptional UX for both external customers (the public, applications, etc.) and internal users (internal agency staff). CCD uses OpenCities for the denvergov.org website and must be compatible with OpenCities components as well.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
4.c	Non-Functional	American Disabilities Act (ADA)	The American Disabilities Act ensures that individuals with disabilities have the same rights and opportunities as non-disabled individuals. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life. For more information, please see below. https://adata.org/learn-about-ada Demonstration of Compliance: The DOJ is currently developing regulations to provide specific guidance, but organizations are encouraged to use the WCAG 2.0 Level AA guidelines (using WCAG 2.1 Level AA guidelines is preferred but not required) and Section 508 Compliance Standards as guides on how to be compliant.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
4.d	Non-Functional	Varied Web Browser Functionality	The solution must have proven experience of compliance with web browsers, including but not limited to Chrome, Firefox, Safari, and Edge. The solution should not depend upon functionality in Microsoft Explorer or Silverlight.		Moderate	Should Have	Out-of-the-Box	Accela Civic Platform/Applications	
4.e	Non-Functional	Public-Facing Portal	Customers will access the solution from a variety of web browsers, device types, and at varying times of the day. They may need to begin interactions/application processes on one device and web browser and complete the application on another device or browser. The solution should provide a seamless experience for customers regardless of which device or browser they use.		High	Must Have	Out-of-the-Box		
5.h	Non-Functional	Mobile Application Connection	The mobile solution must be able to maintain connectivity in the field and, if offline, store cached data to be uploaded upon return to service or WiFi. The lack of constant connectivity, compounded with a lack of mobile app functionality offline, is resulting in data loss and therefore necessitates redundant field work data entry.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	Note: We can't guarantee 'connectivity' as it requires the ability to sustain wifi or mobile connections.
6	Non-Functional	Security	Degree to which a product or system protects information and data so that persons or other products or systems have the degree of data access appropriate to their types and levels of authorization. This characteristic is composed of the following sub-characteristics: Confidentiality: Degree to which a product or system ensures that data are accessible only to those authorized to have access. Integrity: Degree to which a system, product or component prevents unauthorized access to, or modification of, computer programs or data. Non-repudiation: Degree to which actions or events can be proven to have taken place, so that the events or actions cannot be repudiated later. Accountability: Degree to which the actions of an entity can be traced uniquely to the entity. Authenticity: Degree to which the identity of a subject or resource can be proved to be the one claimed.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	MoSCoW Value	Requirement Compliance	Product/Module	Vendor Response Comments
6.a	Non-Functional	Identity Management	The solution must have robust identity management capabilities, including provisioning of users, assigning users into role/groups, managing their access rights to specific areas of the solution, and allowing for multiple levels of access for the same user across differing sections of the solution. The solution should also be in compliance with CCD's Identity and Access Management Policy, which includes multi-factor authentication (MFA).		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	The details specific to compliance with policies needs to be defined in the SOW to comply.
6.b	Non-Functional	Access Management	The solution must adhere to City and County of Denver's policy on Identity and Access Management, influenced by regulatory guidelines from NIST, PCI-DSS, HIPAA, and CJIS policies, including the features and capabilities to support Single Sign On (SSO), authentication, authorization, auditing, and policy administration.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	The details specific to compliance with policies needs to be defined in the SOW to comply.
6.c	Non-Functional	Role-Based Security	Per CCD policies, Administrators must be able to have their own accounts that are not tied to a specific individual. Access to data, administrative roles, and critical functions must be limited and differentiated based on permissions.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
6.d	Non-Functional	Audit Logging	The solution must have an audit function for user activity. User activity must be able to be recorded for security and auditing purposes.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7	Non-Functional	Maintainability	<p>This characteristic represents the degree of effectiveness and efficiency with which a product or system can be modified to improve it, correct it or adapt it to changes in environment, and in requirements. This characteristic is composed of the following sub-characteristics:</p> <p>Modularity: Degree to which a system or computer program is composed of discrete components such that a change to one component has minimal impact on other components.</p> <p>Reusability: Degree to which an asset can be used in more than one system, or in building other assets.</p> <p>Analyzability: Degree of effectiveness and efficiency with which it is possible to assess the impact on a product or system of an intended change to one or more of its parts, or to diagnose a product for deficiencies or causes of failures, or to identify parts to be modified.</p> <p>Modifiability: Degree to which a product or system can be effectively and efficiently modified without introducing defects or degrading existing product quality.</p> <p>Testability: Degree of effectiveness and efficiency with which test criteria can be established for a system, product or component and tests can be performed to determine whether those criteria have been met.</p>	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
7.a	Non-Functional	Workflow & Business Requirements Management	The solution must provide standardized options to support diverse workflows and business rules with varying regulatory requirements across the entire CCD enterprise that still allow for integration with third-party applications when OOTB functionality cannot sufficiently meet a workflow requirement.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.b	Non-Functional	User-Defined Attributes	The solution must support the ability to add new attributes via configuration that can be used in business rules, screens, and reporting.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.c	Non-Functional	User-Defined Forms and/or Screens	The solution must support the ability to add new forms and/or screens via configuration that can provide input by way of text fields, controls, etc. from the user and have formatting and content rules to ensure data integrity and accuracy.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.d	Non-Functional	Third-Party Business Intelligence	The solution must be interoperable with PowerBI, TS's preferred BI solution.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.e	Non-Functional	Ad-hoc/Native Business Intelligence	The solution should have internal, ad-hoc dashboarding and BI capabilities for end users to easily access information regarding their records (status, date opened/initiated, task status/completion, open activities, closed activities, etc.).		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.f	Non-Functional	Third-Party Reporting	The solution must be able to maintain interoperability with the reporting solution currently in place, Crystal Reports. The solution must also be able to support SSRS in the future as TS considers a move to SSRS.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	MoSCoW Value	Requirement Compliance	Product/Module	Vendor Response Comments
7.g	Non-Functional	Ad-hoc/Native Reporting	The solution must have an ad-hoc reporting solution with a navigable interface that allows end users to easily and efficiently query and select information to export and share throughout the business. This will not serve as the predominant reporting solution but will make ad-hoc reporting more feasible.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	
7.h	Non-Functional	Environments	The solution must have development (dev), test, QA, and production (prod) environments. The vendor must leverage a hosting service that can adequately provide these four environments.		High	Must Have	Out-of-the-Box	Accela Civic Platform/Applications	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

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

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

PRODUCER ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.theabdteam.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Cert Request</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 650-488-8565</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: TechCertRequest@theabdteam.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: right;">NAIC # 20281</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Company</td> <td style="text-align: right;">12777</td> </tr> <tr> <td>INSURER C: Hudson Excess Insurance Company</td> <td style="text-align: right;">14484</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Cert Request		PHONE (A/C, No. Ext): 650-488-8565	FAX (A/C, No):	E-MAIL ADDRESS: TechCertRequest@theabdteam.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Federal Insurance Company	NAIC # 20281	INSURER B: Chubb Indemnity Insurance Company	12777	INSURER C: Hudson Excess Insurance Company	14484	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Accela, Inc. 2633 Camino Ramon Suite 500 San Ramon CA 94583																					

COVERAGES **CERTIFICATE NUMBER:** 67587942 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3604-91-08	9/1/2021	9/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7359-95-44	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7175-62-53	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions w/ Cyber			EET 13707 01	9/1/2021	9/1/2022	Limit : \$1,000,000
C	Professional Liability			EET 13707 01	9/1/2021	9/1/2022	Limit : \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract Control #TECHS-202262473-00.
 City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insureds to General Liability and Automobile Liability. Primary wording applies with respects to General Liability. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers Compensation.

CERTIFICATE HOLDER **CANCELLATION**

City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"> Rod Sockolov </p>
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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**



Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database policy is an agreement between you (“You” or “Your”) and Accela, Inc. (“Accela”). The Accela Enhanced Reporting Database (“Reporting Database”) license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database (“Transaction Database”). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on your allow list. If You attempt to Access the Reporting Database from an IP addresses not on your allow list, your access will be denied. IP addresses can be added to or removed from your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela’s SaaS solution hosted in Accela’s Azure environment.
6. Reporting database will be supported per Accela’s standard SaaS Service Level Agreement (“SLA”). Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela’s SaaS environment even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela’s sole discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.