

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **TRANSCORE LP**, a Delaware company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain fully operational Ground Transportation System (GTS) services including automated taxi dispatching and installation of GTS to monitor commercial transportation vehicles such as taxis, buses, limousines, Transportation Network Companies (TNC’s), etc. and will require professional services for the same, and such other work as may be requested by the City, at Denver International Airport (“**DEN**”); and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Consultant; and

WHEREAS, Consultant’s proposal was selected for award of the DEN Ground Transportation Commercial Vehicle Revenue Control System and Support and Maintenance (the “**Project**”); and

WHEREAS, Consultant is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Parking and Ground Transportation Division. The relevant Senior Vice President of Parking and Commercial Transportation (the “**SVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”), in accordance with the schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the SVP and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Standard of Performance. Consultant shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. Time is of the Essence. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

D. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the SVP. Consultant shall request the SVP’s approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The SVP shall have the right to reject any proposed outside subcontractor deemed by the SVP to be unqualified or unsuitable for any reason to perform the proposed services. The SVP shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Consultant is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Consultant shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any

contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP, or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for

inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for **one (1) year, up to two (2) times**, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Consultant shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Consultant.

iii. Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the

City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Four Million Eight Hundred Thirty Thousand One Hundred Thirty-Eight Dollars and Zero Cents (\$4,830,138.00.00)** ("Maximum Contract Amount"). Consultant shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement.

Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

D. Basis for Consultant's Fee. Rates are set forth in *Exhibit B* ("Rates").

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. On or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice, including the percentage completed;
- ii. If applicable, include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Consultant or Consultant's designee, along with such officer's certification they have examined the Invoice and found

it to be correct; and

- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, or are associated with a task identified in Exhibit B, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or their authorized representative for work not identified in Exhibit B.

G. CPI Index: "Index" shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Aurora-Lakewood, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), for the Annual period of each calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Aurora-Lakewood Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

H. Adjustment of Fees Effective October 24, 2025 fees paid to Consultant hereunder shall be increased annually for each Contract Year during the term of this Agreement by application of the following formulae, where "Index" is as defined in Section 5 G of this Agreement, Original Annual Maintenance Fee x Annual Index 2024 = New Annual Maintenance Fee Annual Index 2025 10/24/2025–10/23/2026 In no event shall the adjustment of fees paid to the Consultant by use of the CPI increase more than 6% in any given year. If the CPI percentage change is calculated as a negative then Fees shall remain the same as the previous year. Support for additional work will also be subject to a CPI adjustment, as appropriate.

I. The Agreement for the two 1-year options of the term shall be subject to a (CPI) adjustment at the beginning of the option year should the City decide to take the option year. To the extent that the term of this Agreement extends beyond the initial term as defined in Section 4 of this Agreement, this Agreement shall be adjusted at the beginning of each extended annual period, by the annual percentage increase in the CPI-U for All Items and Consumers for the Denver-Aurora-Lakewood, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics. In no event shall the adjustment of fees paid to the Consultant by use of the CPI increase more than 6% in any given year. If the CPI percentage change is calculated as a negative then Fees shall remain the same as the previous year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Aurora-Lakewood Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using

the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

J. Timesheets. Consultant shall maintain all timesheets kept or created in relation to the time and material services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

K. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

L. Carry Over. If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. WAGES AND PROMPT PAYMENT:

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

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

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

iv. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

v. If Consultant fails to pay workers as required by the Prevailing Wage

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

B. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

C. City Prompt Pay.

i. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Consultant. The City may, at the discretion of the SVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or

subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

8. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City. In no event shall the liability of Consultant for any Claims, as defined herein, exceed three-times (3x) the Maximum Contract Amount in the aggregate for the Term of this Agreement. This limitation of liability shall include the performance penalties listed in the table in Section 7.3 of Exhibit A, Scope of Work.

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

C. Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred

dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Consultant or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations. Consultant and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it

has obtained proper permission, all releases, and other necessary documents. If Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Consultant shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Consultant to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

TransCore, LP
150 4th Ave. N. Ste. 1200
Nashville, TN 37219
Attn: Forest Swanson

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Consultant. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Consultant shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Consultant to coordinate its work under this Agreement with one or more such contractors.

ii. Consultant shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. 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.

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

O. No Authority to Bind City to Contracts. Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Consultant information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies. Consultant shall be responsible for the verification of the information provided to Consultant.

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

R. Taxes and Costs. Consultant shall promptly pay, if or when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

S. Environmental Requirements. Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Consultant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Consultant agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Consultant of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Consultant and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Consultant agrees to be bound by CEO's decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 *et seq.*, and Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

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

ii. Additionally, Consultant agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver 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 Consultant from City facilities or participating in City operations.

G. City Smoking Policy. Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iii. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall (i) defend City against any third-party claim that the Work, or materials provided by Consultant to City infringe a patent, copyright or other intellectual property right, and (ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Consultant. The foregoing obligations are subject to the following: the City (a) notifies the Consultant promptly in writing of such claim, (b) grants the Consultant sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Consultant's opinion be likely to be made, the Consultant may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Consultant shall refund the portion of any fee for the affected Work. The Consultant shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Consultant's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other

than the Consultant or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Consultant pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties.

13. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:

A. Ownership. The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, data, products, inventions, and any other work or recorded information, exclusive of software and ideas created by the Consultant and developed solely for and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Consultant by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B. License Grant: Gatekeeper Systems, Inc., via the Consultant, will grant the City the software license attached hereto as Exhibit D.

C. Reservation of Rights: Consultant reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Consultant has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

14. SENSITIVE SECURITY INFORMATION:

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

respect to SSI must be referred to DEN's Security Office.

15. DEN SECURITY:

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

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

16. FEDERAL RIGHTS:

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

17. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 18 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Software License

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 18 and any of the listed attachments or between provisions of any

attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix
Section 1 through Section 18 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D

18. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202370330-00
Contractor Name: TRANSCORE LP

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:

PLANE-202370330-00
TRANSCORE LP

Signed by:
By: Michael Mauritz
256307BD14714BC...

Name: Michael Mauritz
(please print)

Title: Sr. Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Construction Provision

APPENDIX 1-A

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

The term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and

will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 1-C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1-D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITES

As used below, the term "sponsor" will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1-E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

The term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

APPENDIX 1-F

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

APPENDIX 1-G

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

EXHIBIT A

Scope of Work

1 General Description

TransCore will provide Denver International Airport (“DEN” or “Airport”) an operational ground transportation system (“GTS”) in accordance with the mutually agreed upon project requirements. The GTS will include automated taxi dispatching and the ability to monitor commercial transportation vehicles—such as taxis, buses, limousines, transportation network companies (TNC’s) etc. as they pick up and drop off passengers at DEN airport. The automated taxi dispatch will include remote queue and short trip capabilities. The GTS will have an external-facing portal to allow operators to access and make changes to their accounts with final approval of changes from DEN. The system will use modern, proven technology (hardware and software) that can read vehicle identifiers (examples: license plates or ID tags), provide access, and integrate with DEN’s invoice generating system so that the appropriate charges can be assessed.

The functioning of the GTS relies on network communication, power, and infrastructure provided and supported by others; the loss of any of these elements will prevent the proper functioning of the GTS.

GTS covered software is:

- **GateKeeper Commercial Vehicle Management System (CVMS)**

The GateKeeper CMVS software is specifically designed for airports to track and control the movement of commercial vehicles while on the airport roadways and to perform tasks such as tag administration, vehicle access control and tracking, trip fee calculation, and granting access to system information—including account demographic data, vehicle information, and permit and insurance documentation. DEN currently uses this software, and no programming changes are planned, just configuration changes, e.g. updating trip rates.

- **GateKeeper Automated Dispatch with eDispatch**

Automated Dispatch is one of the functional modules available in GateKeeper CVMS. This module allows the software to sequence vehicles into one or more pickup areas from one or more holding areas, primarily on a first-in-first-out basis. This is a new module for DEN, with this off-the-shelf software being configured in consultation with DEN.

GateKeeper eDispatch provides a virtual queue, remote queuing, that enables drivers to place themselves in the dispatch queue without staging physically at the airport, to be dispatched to curbside as needed. This allows the airport to allocate hold lot space for other purposes while allowing the drivers greater operational freedom while still servicing the airport. “Short trip” functionality, i.e. priority dispatching to accommodate operators accepting short trips, is included in this module.

- **GateKeeper Vendor Website**

The GateKeeper Vendor Website is an externally available website designed to empower airport operators (“vendors”) and lessen the administrative load on airport GateKeeper CVMS users by allowing vendors to update account data such as address, contact, vehicle, and driver information; run reports to view read event and trip charge activity; and upload and store documents associated with the account, including permit forms, insurance certificates, and

inspection reports. DEN currently uses the Vendor Website, with only minor configuration changes (such as configuration to support the new dispatch module information) planned.

- **GateKeeper TNC-Ops LPR Authorization Software**

The GateKeeper TNC-Ops LPR Authorization software accepts license plate information from an LPR camera and utilizes the GateKeeper TNC-Ops module to verify whether the vehicle is currently operating as a TNC, and if so, will vend the associated gate if this the location is gated. This is a new module for DEN that will open the Level 5 gates for approved TNC operators. Our quote assumes no access or deny lists, nor are plate images stored.

- **GateKeeper Monitoring and Alerting Software**

This is a GateKeeper-provided software and alert monitoring tool. It requires the Airport provide SMTP access for these alerts to reach email accounts within the gksys.com domain—which is a secure webservice connection that must be open for complete monitoring service. This is currently in place at DEN, and no changes are planned for this software.

- **License Plate Recognition (LPR) Camera Software**

The vendor-furnished software will be updated with new license plate databases as mutually agreed upon, but not more frequently than quarterly. This is a new module for DEN.

GTS covered hardware is defined as hardware or equipment that was furnished and installed by TransCore. Only this GTS covered hardware will be covered by this agreement. New hardware/equipment provided will be standard, commercial-off-the shelf equipment that is compatible with DEN's current GTS.

- The GTS system will include access at the locations that are currently gate controlled. The gate access will be controlled by the following two systems:
 - An automated gate access system that utilizes radio frequency identification (RFID) will allow approved operators and vehicles to access DEN gated locations by the detection of a DEN-furnished transponder (tag), and which will also deny access to vehicles and operators not approved for access for the RFID sites. This system and sites are currently in-place, with no changes provided.
 - A local database of approved vehicles is provided on the lane controller in the associated cabinet, allowing access if the DEN-furnished network communications are down. Additionally, the associated reader will store all reads while communication is down, providing a record of all tag reads once communication is restored. No reads will be recorded, and the gates will not operate with a loss of power, requiring the gates to be opened manually and left open.
- In addition to the RFID access system, a new LPR system will open the four gates at Level 5 for TNC's based upon trip information from the TNC's and DEN. The LPR system uses a dynamic access list based upon TNC input.
 - There is no local database within the LPR system; thus, gates will not open when the DEN-furnished communication is not functioning, necessitating manual operation for TNC vehicles. Additionally, if no message is sent by the TNC, the gates will not open. The dynamic TNC access list is the only database for LPR access; a static access or deny list for non-TNC vehicles, either locally or centrally located, is not included. Therefore, TransCore recommends vehicles which require access utilize a tag to ensure access, even when DEN-

furnished communications are down. The infrastructure (such as poles, conduit, and foundations) is not included in our pricing and will need to be provided by others. The gates and the LPR system will not operate with a loss of power, necessitating manual operation or the gates left open.

The GTS will also include IT support and maintenance services for the system. The GTS and associated support and maintenance services include, but are not limited to, the following:

- TransCore will provide servicing of the Ground Transportation System TransCore-provided hardware, software ("GTS covered hardware"; "GTS covered software") required to ensure the system is functional 24-hours per day, 7 days a week, throughout the term of the contract, as specified in this Scope of Work. The GTS covered software is the software currently used by DEN for commercial vehicles. TransCore shall perform maintenance services as recommended by the respective equipment and software manufacturers and as specified. In addition, TransCore shall perform preventive maintenance and repair services to maintain the system reliability, service level agreements, and to ensure compliance with respective equipment warranties on a monthly basis throughout the term of the contract.
- Performance of operational functions and tasks to ensure all project requirements noted in the RFP and scope of work are achieved, including, but not limited to requested enhancements, changes, upgrades and/or installation of new infrastructure (by others), reader servicing and all related programming, data backup, retrieval, restoration, and reporting.
- Reporting capabilities should include various operational reports including but not limited to, trip and read events, account, and vehicle listings, read event analysis, trip charges, etc. These reports are currently provided, and the same format will continue to be used.

1.1 First Responder Designation and Support Matrix

It is recognized that both DEN and TransCore may be the "first responder" to system monitoring, events, problems, malfunctions, errors, and any other activities relating to the GTS covered software and GTS covered hardware. The following matrix describes overall system level components, who the expected first responder is, and what escalation activities entail regarding the production environment.

A support procedure will be created jointly by DEN and TransCore. This document will designate DEN's system administrator and will include standard and out of business hours communication procedures along with current phone number and email address information.

GTS System Responsibility Matrix

	System Issue First Responder/ Monitor	Service Now Ticket	Field Respond	Remote Respond	Fix/Correct ¹	Document
GSI Application Health	TC	TC	N/A	TC	TC	TC
Server Operating System	DEN	DEN	DEN	DEN	DEN	DEN
PROPWorks process and interfaces	DEN	DEN	N/A	DEN	DEN	DEN
SQL DB Health ²	DEN	DEN	N/A	DEN	DEN	DEN
Storage Health / Array	DEN	DEN	DEN	DEN	DEN	DEN
Backup	DEN	DEN	N/A	DEN	DEN	DEN
Restore	DEN	DEN	TC (for TC furnished component)	TC	TC	DEN/TC
Virtual Memory	DEN	DEN	N/A	TC	DEN	DEN
Virtual Processor (s)	DEN	DEN	DEN	TC	DEN	DEN
MSMQ size / health	DEN	DEN	DEN	TC	DEN	DEN
Firewall	DEN	DEN	DEN	TC	DEN	DEN
Website Op'l Status ³	DEN	DEN	N/A	TC	TC	DEN
Network	DEN	DEN	DEN	DEN	DEN	DEN
Physical cabling ³	TC	DEN	TC	DEN	DEN	DEN
AVI Reader ³	TC	DEN	TC	TC	DEN/TC	DEN/TC
AVI Lane Controller ³	TC	DEN	TC	TC	DEN/TC	DEN/TC
Reader-- > Lane Controller ³	TC	DEN	TC	TC	TC	DEN/TC
Lane Controller-- > Host ³	TC	DEN	TC	TC	TC	DEN
Trip Builds complete	DEN	DEN	N/A	TC	TC	DEN
Light Functionality ³	TC	DEN	TC	TC	TC	TC
GT Admin Op'l Status	DEN	DEN	N/A	TC	TC	TC
GT Reports Op'l Status	DEN	DEN	N/A	TC	TC	TC
Batch CVMS -- >	DEN	DEN	N/A	TC	TC	TC
TransCore Integration / APIs	DEN	DEN	DEN	TC	TC	TC

¹ All parties recognize primary party listed may rely on efforts of other entities to provide final fix/correct action. If physical on-site presence is needed by TransCore for a fix/corrective action, additional charges may apply.

² Assumes full TransCore access to monitor server. Refer to PROPWorks processes and interface items for exceptions.

³ Assign TransCore support sub-contractor as 1st responder. TransCore will support/repair equipment installed by TransCore.

Notes:

- *Item assignments represent initial response. Other parties may have responsibility for action/documentation as needed to close-out an item.*
- *All TransCore troubleshooting shall be completed remotely, with physical work completed by TransCore's support sub-contractor at the direction of TransCore.*
- *Parties identified as "first responder" in matrix will be responsible for the monitoring tools to monitor that area of the system.*
- *For the items identified below, DEN monitoring may be augmented with alerts generated out of TransCore team's monitoring services.*
 - *AVI reader*
 - *AVI lane controller*
 - *Reader lane controller*
 - *Lane controller host*

As indicated for each element of the system responsibility matrix, DEN and TransCore will monitor various system component statuses as assigned; receive system-generated alerts, text messages, email messages, or other notifications; and shall be responsible for performing preliminary diagnoses of the problem, documenting the system behavior and/or system problem, and contacting the appropriate service provider to respond and take the necessary steps to return the system to normal operating condition.

Both TransCore and DEN will make every reasonable effort to notify each other (using processes identified in this work scope) in the event of a known incident or anomaly that may be degrading service in the AVI and CVMS. Both TransCore and DEN responders need to advise the other in the event of an incident to make sure the other party is doing everything in their realm of responsibility to return the entire system to normal operations in a timely fashion. It is expected that some repair activities will require action by both parties and collaboration on underlying issues will expedite the repair.

The originating responder is responsible for monitoring the status of the problem, communicating with other stakeholders, ensuring the problem is fixed by the appropriate resolving entity, and documenting that the system has returned to normal operations.

2 Software Support Services

2.1 Upgrade

Over the 3-year term of the Agreement, TransCore will provide one upgrade of the GateKeeper CVMS and Vendor Website software, if available, at no cost. A second upgrade will occur, if available, in the extension years if the contract is extended, at no cost. The upgrades will be the latest production release of the software and do not include any changes to the server environment, operating systems, lane equipment, or other modifications, unless covered under a separate proposal. The upgrade schedule will be developed between TransCore and DEN Ground Transportation and Business Technology ("BT") departments.

2.2 Support

TransCore shall maintain and provide software support for the GTS covered software and assist DEN personnel in maintaining the described software to eliminate or correct software malfunctions and return the software to normal operation. TransCore will further assist DEN personnel with the diagnosis of any system software problems with the GTS covered software or any other software that relates to the performance of this Agreement. The categories of software support to be provided under this Agreement shall include:

- **Response to System Problems:** TransCore shall provide online remote and phone support as stated in this SOW to DEN personnel for the period of the Agreement to remotely diagnose and make required changes to TransCore's software as well as other system components. All TransCore support and developer personnel shall be qualified and shall be technically competent with the GTS covered software or any other software or software components that relate to this SOW. All system malfunctions, glitches, or errors will be reported as specified.
- **System Monitoring:** TransCore will conduct bi-weekly remote checks of the GTS covered software. TransCore shall verify to DEN personnel in writing that the system is operating normally and shall identify any maintenance tasks that need to be completed. TransCore shall contact the appropriate DEN staff to coordinate the completion of any required items. TransCore shall provide a system monitoring and alert package for system problems or other errors and conditions related to the GTS system. As assigned in the responsibility matrix, TransCore shall monitor the components that they have full and sufficient access to twenty-four (24) hours a day and seven (7) days a week. All system malfunctions, glitches, or errors will be reported as specified. TransCore will attend by phone system status update meetings with DEN on a scheduled periodic basis and, when necessary, any specific meetings.
- **Software Reporting:** TransCore shall provide DEN a written monthly report describing the performance of the GTS covered software or any other software related to the performance of the AVI system. The format and content of these reports will be as provided today. This monthly report shall be submitted to the appropriate DEN staff member at the initiation of performance of this Agreement. This report shall include all service requests, problems, fixes, and activities worked on for the period. Additionally, TransCore shall maintain and generate an alert log which specifies any problems, malfunctions, abnormalities, glitches, or any other failures with the described software and the actions taken to resolve the incident.
- **System Review:** Twice a year over the term of the contract, TransCore shall make a one-day site visit to DEN to review the system operation with the ground transportation and GT staff and provide one four-hour training class or discussions with these individuals on system operation or problems. The trips will occur on mutually agreeable dates.
- **Maintaining and Updating Non-TransCore Software:** TransCore will support a DEN upgrade of non-TransCore Software (Microsoft database and server OS), at no additional charge to the licensed software user ("licensed user") as part of one of the scheduled GTS covered software upgrades.

3 System Details

The GTS is comprised of all equipment required for proper operation, including servers, networking equipment, switches, power systems, software components, database software, reader lane equipment, access gates, and all other required cabling and management systems. DEN is responsible for the servers,

database software, networking equipment and power supplies, switches and power supply, and software other than the GTS covered software.

3.1 Software Version License

Throughout the term of the Agreement, DEN shall receive a fully paid perpetual license for all new versions of the GateKeeper CVMS without additional costs.

- TransCore commits that the GTS software distributed to DEN is “backward compatible,” which means DEN does not need to purchase a new version of the software once a new version is implemented.
- TransCore covenants to provide support services for previous releases of GateKeeper software for a minimum period of twenty-four (24) months following general availability of a new software release of software update. After written notice is provided to DEN after 24 months, TransCore shall have no further responsibility for supporting and maintaining prior software releases.

4 Operations and Maintenance Support Requirements

4.1 Software

TransCore shall support the DEN GTS covered software per the direction, review, and approval of DEN. Software support includes, but is not limited to:

- Analysis of reports for incorrect reads.
- Programming, configuration, quality assurance, and testing.
- Deploying software fixes/updates for the GTS covered software
- Software changes to GTS covered software. Modifications that require significant development and/or testing may result in an additional service request and additional cost.
- Maintaining GTS covered software. TransCore is responsible for maintaining and updating/patching the GTS software, but DEN performs all database and OS maintenance on the relevant servers as they are contained within DEN’s network.
- System software updates to the GTS covered software, including break-fix coordination, resolution, and documentation.
- GTS covered software and other business logic reconfiguration. Any business logic reconfiguration deemed outside the scope of the contract by mutual agreement, such as new AVI sites or trip logic changes, may result in an additional service request and additional cost.
- TransCore will continue using the architecture as currently provided by DEN, for the GTS covered software.
- Project management for planning, transition, and deployment of the new modules.

4.2 Hardware

TransCore shall provide support for the GTS covered hardware per the direction, review, and approval of DEN Management. In general, hardware and infrastructure between and including the cabinet-mounted communication equipment and the power outlet to the associated Airport facility is the responsibility of DEN. Covered hardware support includes, but is not limited to:

- On-site inspections to verify and monitor the function of the equipment and components comprising the GTS.
- Repair and/or replacement of other GTS covered hardware.
- Maintenance of all hardware furnished and installed by TransCore.

- Maintenance of all infrastructure furnished and installed by TransCore.
- Reader updates—including, but not limited to, configuration or change of locations.
- Testing.

TransCore shall provide sufficient resources and on-call maintenance and support services to fulfill the requirements of this Scope of Work and respond in a timely manner per the Service Level Agreement.

4.3 On-Call Field Support

- TransCore will provide on-call field support through their subcontractor ServiTech (or other DEN approved contractor) Monday – Friday between 6am and 2:30pm.
- This work will be performed on a time and materials basis, utilizing the hourly rates shown in Exhibit B. The total price has not been established, and will be dependent on the actual effort needed, overtime rates apply outside of the normal support hours.
- Weekend and holiday issues will be addressed on the next regular business day during support hours.
- Prevailing rates apply.

5 Maintenance

TransCore will perform preventive maintenance (“PM”) services on a monthly basis as well as any repair services to ensure the equipment operates in accordance with the respective original manufacturers' specifications.

When possible, all software and hardware maintenance and warranty support will be done during time periods that do not interfere with system operations. All work shall be performed in accordance with DEN policies and procedures, including but not limited to change management, utility shutdown, and lane shutdown process requirements.

5.1 Daily System Monitoring

The GTS covered software components and subsystems of the system that TransCore has access to will be automatically monitored 24/7. TransCore will analyze the system components that we have access to for signs of potential degradation and recommend corrective action before components fail. TransCore will identify abnormal or unacceptable conditions.

Hardware performance will be proactively monitored through regular maintenance activities. For the system components that TransCore has access to, upgrades will be recommended based upon the system's usage and needs.

5.2 Preventative Maintenance

TransCore shall perform PM services to ensure the equipment operates in accordance with the manufacturers' specifications and meets DEN'S operational needs. TransCore shall perform PMs on a monthly basis and provide associated details in writing.

Preventive maintenance services for TransCore installed hardware, components, and AVI related equipment shall include, but are not limited to:

- Check and repair all rusted components.
- Measure and record signal inputs and outputs of various system components.

- Verify system operation and performance based on the original manufacturers' specifications.
- Inspect, test, calibrate, clean, lubricate, and perform adjustments for all devices and their components.
- Conduct any routine maintenance required to maintain the system at required performance levels (i.e., purging old data, adding new tables or directories, etc.).
- Verify GTS covered software processes and scheduled jobs are successful. Backup processes are the responsibility of DEN BT.
- Perform system shutdowns and re-starts, in coordination with DEN BT if required.
- Inspect enclosures and conduits to ensure all cable access holes and other openings are securely gasketed and sealed to prevent water penetration.
- If filters are used, ensure they are clean and permit free flow of air.
- If fans are used, ensure they are all in good working order.
- For components that TransCore is responsible for, apply third party software or firmware upgrades. These will be performed in coordination with DEN BT.
- Provide changes to configurable parameters as requested by DEN.
- Execute approved software updates resulting from corrective action, business rule changes, and configuration changes. If the changes are significant enough, by mutual agreement, a supplemental additional service request will be required.
- Software maintenance activities shall be scheduled and performed in accordance with DEN's business BT change management process.

During field preventive maintenance activities, TransCore shall identify and report to DEN all system parts, equipment, and materials that are close to the end of their useful life and replace these in a timely manner.

A completed field preventive maintenance report shall be used and provided to DEN on a monthly basis once the PM is completed.

5.3 Corrective Maintenance

Contractor shall perform corrective maintenance, whether planned or unplanned, as needed. Examples include, but are not limited to, the following:

- Retrieve data manually
- Replace damaged or faulty equipment supplied by TransCore
- Re-establish or reinstall system components following failure or damage to the components supplied by TransCore
- Repair Service
 - In the event of an equipment malfunction or failure, such equipment shall be replaced, if not repairable on-site. TransCore will establish all resources, materials, and procedures to ensure that any defective equipment is repaired in accordance with the SLA reached between DEN and TransCore.
 - Repair work performed by TransCore shall be scheduled and performed in accordance with the SLA.
 - Any replaced equipment shall be returned to DEN or discarded in accordance with TransCore's documented (and DEN-approved) procedures.
- Upon completion of a repair, TransCore shall provide a written report providing the details of the repair.

5.4 Services Not Included

This SOW shall not include any of the following:

- Custom programming services.
- Implementation of new servers.
- Reconfiguration of the existing server environment, including operating system and SQL Server upgrades.
- Repair of Owner-provided LAN/WAN equipment.
- Repair of Owner-provided servers.
- Training that is not specified by this agreement.
- Repair or replacement of infrastructure and equipment not installed by TransCore.

5.5 Additional Services

If deemed necessary by DEN for additional services, TransCore will provide a technical and cost proposal describing the additional services, how they will be provided, a schedule for completion, a firm fixed price, or time and material cost estimate for those services. Any and all additional services shall be made in writing, and the parties shall agree to execute an additional services authorization.

5.6 Warranties, Guarantees, and Licenses

TransCore warrants that all software fixes and modifications, maintenance workmanship, and materials shall be free from defects for a period of one year from the date of work. During the warranty period, TransCore shall supply software maintenance consisting of modifications, bug fixes, and patches. All warranty work, including all parts, cost of shipment, and labor shall be performed at no cost to DEN. All parts replacement shall be new and not used or refurbished.

All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any such work and system equipment/hardware/software shall be obtained by TransCore for the benefit of DEN, regardless of whether such warranties and guarantees have been assigned or transferred to DEN by separate agreement. TransCore shall fully endorse such warranties and guarantees on behalf of DEN.

All software, firmware, and respective upgrades provided under this Contract shall be furnished with TransCore, manufacturer, and developer technical support for firmware and software and the applicable licenses. TransCore shall supply up-to-date electronic copies of operator, user, system administrator, and application administrator instruction manuals, at no additional cost to DEN.

6 Notifications and Service Needs

6.1 Notification

6.1.1 System Notification

The GTS alarm notification service shall automatically notify TransCore and DEN in the event a system component indicates a problem needs investigation. The System shall be configured to also notify anyone else DEN determines should be notified.

- GateKeeper Notification:
 - If an emergency arises the authorized individual (or process designee) should call GateKeeper at the dedicated software support phone number:

(866) 688-3404

- GateKeeper's support line is answered 24/7 each day of the year, the operator shall record the information about the request or problem and immediately contact the best available TransCore specialist to respond.
- For routine questions, GateKeeper may also be contacted directly at its general number, (651) 365-0700, during regular office hours of 8:00 am to 5:00 pm Central Time, Monday – Friday or by sending an email to support@gksys.com.
- Escalation: if the response is not satisfactory or the support line is not answered, DEN shall contact the assigned GateKeeper contact as listed in the support procedure document.
- DEN Notification:
 - TransCore shall notify DEN of system problems via calling DEN service desk at (303) 342-2012.
 - Escalation: (303) 342-4888.
 - In accordance with the support procedure document referenced in Section 1.1.
- DEN Service Desk staff shall record the information about the request or incident and immediately contact the appropriate line management resolver group to respond.

6.1.2 Manual Notification

Manually discovered system related problems shall be reported to DEN. Manually discovered problems may include but are not limited to application related problems, computer system related problems, and field equipment related problems.

6.2 Contractor Acknowledgement

TransCore will contact DEN via email to acknowledge the alarm/notification.

If TransCore does not respond in accordance with the Service Level Agreement, the problem shall be escalated to the next responder level of both TransCore and DEN.

6.3 Outages

For all system and equipment outages or failures, TransCore shall have assigned staff addressing the problem until resolved. This shall be on a 24 hour-per-day, 7 day-per-week basis, including holidays.

An outage or failure is defined as a system issue or systems alert that impacts revenue data, billing, enforcement, or business functionality.

6.4 Examination/Resolution

TransCore will analyze the problem to determine if the problem can be resolved remotely or if on-site response is required.

TransCore shall provide DEN with a detailed description of the problem, the root cause of the problem, steps, and estimated time to resolve it.

If TransCore is unable to resolve the problem in accordance with the SLA, the problem shall be escalated to the next responder level of both TransCore and DEN.

6.5 Closure

Once an additional service is completed, and prior to closure, TransCore will submit to DEN, within three (3) business days, a written detailed description of the issue disposition and/or problem resolution.

7 Service Level Agreement

7.1 Service Level Agreement

Issue	SLA Time Limit
System Outages/Failures: TransCore shall notify DEN by phone or email immediately upon detection of an outage/failure.	1 hour
Non-Outage/Failures: TransCore shall notify DEN in a timely manner for all non-outage issues/alarms.	1 business day

7.2 Remedial Support

Upon identification of a system error, defect, malfunction, or nonconformity in the covered software, TransCore shall respond as provided below:

- Severity 1, a major incident:** A Severity 1 incident is considered to be a major incident. A major incident is defined as an unplanned interruption to an IT service that impacts or produces an emergency situation in which the GTS covered software is inoperable and results in significant loss of revenue, the GTS covered software catastrophically fails, there is a service impact that limits the ability to access an enterprise service for multiple business units or a large number of customers, clients, or users
- RESPONSE:** TransCore shall respond immediately by assigning a qualified staff member to diagnose and correct a Severity 1 problem as soon as reasonably possible, but in any event, a response via phone shall be provided within one (1) hour. TransCore shall exercise due diligence to resolve Severity 1 problems in less than four (4) hours. TransCore shall be in constant contact with DEN or DEN's designee, informing DEN or the DEN's designee about the incident and the progress in resolving the Severity 1 issue. The resolution will be delivered to DEN as a workaround or as an emergency software fix.
- If, according to the sole discretion of DEN or the DEN's designee decides that TransCore delivered an acceptable work-around for a Severity 1 incident, the severity classification will drop to a Severity 2. At the conclusion of a Severity 1 incident, TransCore will document and provide a root cause analysis to DEN. TransCore shall provide DEN the root cause analysis within 10 business days of the incident.
- Severity 2:** A Severity 2 incident is an incident that produces a detrimental situation in which: performance (throughput or response) of the GTS covered software degrades substantially under reasonable loads that there is a severe impact on use; the GTS covered software is usable but materially incomplete; one or more mainline functions or commands is inoperable; or DEN staff are unable to conduct their job properly, DEN patrons are inconvenienced in a significant way and this perception is commonplace
- RESPONSE:** TransCore shall respond immediately by assigning a qualified member of its staff to diagnose and correct a Severity 2 problem as soon as reasonably possible, but in any event, a response via phone will be provided within four (4) hours. TransCore shall exercise due diligence to resolve Severity 2 incidents within three (3) days. The resolution shall be delivered

to DEN in the same format as a Severity 1 incident. If, according to the sole discretion of DEN or DEN's designee, it is decided, that TransCore delivered an acceptable workaround for a Severity 2 incident, the severity classification will drop to a Severity 3. At the conclusion of a Severity 2 incident, TransCore will document and provide a root cause analysis to DEN. TransCore shall provide DEN the root cause analysis within 10 business days of the incident.

- **Severity 3:** A Severity 3 incident is an incident that produces an inconvenient situation in which the GTS covered software is usable for DEN staff or patrons, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.
- **RESPONSE:** TransCore shall respond immediately by assigning a qualified member of its staff to diagnose and correct a Severity 3 problem as soon as reasonable possible, but in any event, TransCore shall respond within one business day. TransCore will exercise due diligence to resolve a Severity 3 incident. If, according to the sole discretion of DEN or DEN's designee, it is decided that TransCore delivered an acceptable workaround for a Severity 3 incident, the severity classification will drop to a Severity 4.
- **Severity 4:** A Severity 4 incident is an incident that produces a noticeable situation in which the GTS covered software is affected in some way that is reasonably correctable by a documentation change or by a future, regular software release from TransCore.
- **RESPONSE:** TransCore shall provide, as agreed by the parties, a fix or fixes for severity 4 problems in future maintenance releases. TransCore shall provide DEN a written report about any fixes or maintenance.

7.3 Non-Performance or Substandard Performance

The specific criteria in which TransCore’s performance and any associated deductions for non-performance are listed in Table 1 below.

TABLE 1 – NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE		
Criteria	Measurement	Damage Amount (See Note)
TransCore shall provide staff member(s) for an emergency response or major incident.	TransCore shall respond within 24 hours of an emergency response or a major incident by providing written notice to the appropriate DEN staff member.	TransCore shall be charged \$1,000.00 per day in which there is no response to the emergency or major incident.
TransCore shall conduct bi-weekly remote checks and written reports when requested, ensuring that the software is operating normally. Parties may mutually agree to cancel or re-schedule a meeting due to scheduling conflicts.	TransCore shall provide written reports bi-weekly when requested indicating that the covered software is operating normally and identifies the Covered Software maintenance tasks that need to be completed.	DEN shall withhold payment if the requested report is not provided and shall charge TransCore \$500.00 every day until the report is provided.
TransCore shall complete the repair or replacement of defective covered software or hardware or defect within the commercial vehicle management	TransCore shall provide a monthly report of all service calls closed during the previous month, showing, for each	DEN shall withhold payment if the report is not provided and shall charge TransCore \$500.00 every day until the report is provided.

system or any other program associated with the Agreement.	priority, the actual service level achieved.	
Loss of and/or inability to collect revenue by DEN resulting from inoperable, defective, or damaged covered software or hardware associated with the Agreement	Any loss of revenue and/or inability of DEN to collect revenue resulting from failure of any software or hardware with this agreement, resulting from i) any negligent or intentional act or omission by TransCore and/or subcontractor to TransCore, or 2) nonperformance or substandard performance by TransCore or any subcontractor to TransCore of any obligation under this agreement and Scope of Work.	Actual damages and/or damages in an amount otherwise agreed to by the parties
<i>Note: Cumulative damages shall not exceed 3x contract value. Any damages shall be proportional to TransCore's responsibility for issue, as negotiated between the Airport and TransCore.</i>		

7.4 Deviation from Service Requirements

If a problem cannot be identified and/or corrected within the maximum allowed time interval as specified in the Service Level Agreement, TransCore shall notify DEN in writing requesting a repair time extension. If DEN approves the time extension, the respective Liquidated Damages will be waived for that period.

8 Parts and Equipment

8.1 Vehicle Transponders and/or LPR Cameras and/or other devices used for vehicle tracking.

TransCore shall procure and supply GTS devices as needed by DEN. All devices supplied shall be new, unused, and in working order for a period of five (5) years from the date of acceptance and payment for such devices.

8.2 Replacement Equipment and Materials

All GTS replacement equipment and materials will be new or refurbished and meet or exceed the manufacturer specifications of the equipment. DEN will be the sole judge in determining equipment equivalence.

8.3 Spare Parts Inventory Maintenance

Within 60 days of notice to proceed, TransCore shall review the spare parts inventory maintained by DEN and ensure that the prescribed inventory levels are sufficient to meet repair response times per the Service Level Agreement, and the quantity levels are fulfilled.

TransCore shall ensure the spare parts inventory is maintained at assigned levels. When equipment and materials are utilized from the spare parts inventory, the inventory shall be replenished to assigned levels within 60 days of usage.

TransCore shall provide a quarterly report on the spare parts inventory; identify items that require purchase, quantity, estimated cost, and delivery time. DEN will review and may procure directly from the manufacturer, through TransCore, or another third-party vendor, as needed.

8.4 Shipping and Risk of Loss

TransCore shall be responsible for the cost of freight and risk of loss for all equipment and materials. TransCore agrees to bear all risks of loss, damage, or destruction of equipment and materials, provided under this Contract, which occurs prior to DEN written acceptance.

8.5 Tools, Test Equipment, Special Tools, and Standard Support Equipment

All tools, test equipment, monitoring hardware and software, ancillary items etc. required by TransCore to execute the scope of work of this Contract and effectively maintain the GTS shall be furnished by TransCore at no additional cost to DEN. Test equipment, special tools and support equipment include, but are not limited to, lifts, hardware and software diagnostics, computers, modems and testers, ancillary items, etc. that may be needed for each subsystem and equipment that comprise the GTS. The title or ownership of TransCore's owned or rented tools or standard support equipment will not transfer to DEN.

9 Documentation, Records, and Reports

9.1 System Documentation

TransCore shall maintain current documentation and records of the GTS, including, but not limited to, the following information, documents, and manuals:

- Users Guide (OLA Users Guide, Handheld Guide, Ad Hoc Guide)
- Network diagrams
- Maintenance Plan
- System As-Built Drawings

9.2 Logs

TransCore shall furnish and maintain detailed and itemized logs of all TransCore activity, including, but not limited to, remote monitoring, preventive maintenance, remedial maintenance, on-site and remote technical support, incidents in which the escalation plan is invoked, and other labor. The bi-weekly and monthly software logs will be in the same format and content as the current logs. Hardware support logs shall detail activity per equipment location and include the time and date of each activity. The log shall also include a summary of the general system performance, a detail of problem diagnosis and correction, a list of equipment repaired or replaced, etc. All logs shall be chronological, legible and include the name and telephone number of the individual performing their respective work, where appropriate.

9.2.1 Preventive Maintenance Log

All TransCore activity associated with the preventive maintenance function shall be documented including, but not limited to, all itemized lists, detailed procedures, and actual data of periodic maintenance, measurements, and checks to be performed. Periodic data recorded shall include, but not be limited to:

- Initial data and status
- Expected data and status

- Measured or observed data and status
- Deviations between expected data and status and the measured or observed data and status
- Explanation for any deviations and any corrective action(s) taken to address the deviation

9.2.2 Site Log

A site log shall be maintained for each site and updated regularly. The logs shall summarize activity at the respective location upon each visitation by TransCore. The summary of each TransCore visit to a site shall include, but not be limited to, names(s) of visiting individual(s), date and time of arrival, time of departure, nature of visit, details of work activity, parts replaced, parts removed, parts installed, and provisioning performed. The site logs shall be provided to DEN when requested.

9.3 Plans

9.3.1 Maintenance Plan

TransCore shall provide a design and implementation plan for the GTS Maintenance, including pre-defined schedules, impact analysis and restore/recovery procedures, regular patches and/or upgrades, and maintenance and management of the licenses and warranties.

9.3.2 Business Continuity and Disaster Recovery Plan

The GTS System is considered a critical airport system. As a result, TransCore must submit a business continuity and disaster recovery plan. TransCore shall execute the plan when prolonged outages occur and/or as requested by DEN.

9.4 Reports

9.4.1 Monthly Activity Report

TransCore shall submit a monthly activity report that details all maintenance and repairs performed on the GTS System. The report shall include all equipment and software task orders, trouble tickets, alarms received, problem diagnosis, technicians dispatched, preventive maintenance activity, and technical assistance rendered during the month. The report shall include the preventive maintenance checklist. The report shall be in a format approved by DEN.

9.4.2 Monthly Equipment Report

TransCore shall provide a monthly report on all changes to equipment inventory with corresponding serial numbers, manufacturers, and model numbers of new equipment additions/replacements and of old equipment being replaced/removed. TransCore shall include the spare parts inventory; identify items that require purchase; quantity, estimated cost, and delivery time.

9.4.3 Maintenance Repair Report

Upon completion of a repair, TransCore shall provide a written report of work performed, including but not limited to a brief description of the problem, location, root cause, impact analysis, action(s) taken, final status, preventive measures, materials/parts/equipment used, serial number(s) of such items, individual performing the work, start time and end time of report. Maintenance repair reports also will be included in the monthly activity report.

9.4.4 Baseline Performance Test and Report

TransCore shall perform a baseline performance test and submit a baseline performance report within 60 days of notice to proceed. The baseline performance test shall verify and document the performance

of the system as it relates to reading data and providing access as needed and comparing this information to physical observation of observed vehicle activity and traffic volumes. The test methodology and report format shall be reviewed and approved by DEN prior to performance and report submission.

A baseline performance report shall be submitted annually, with full detail of the test results and comparative analysis against the prior years' data.

9.4.5 Additional Reports

TransCore shall provide additional reports at the request of DEN. The content and format of these additional reports shall be determined by DEN. Additional reports shall be addressed by a mutually agreed upon additional service request.

9.5 Format

All new documents, plans and reports shall be created and stored in formats compatible with DEN standards and approved by DEN. Documentation and records will be directly accessible, without TransCore support/intervention, by DEN always. All reports shall be submitted in electronic forms, modifiable by DEN. All documents created and the content and format of each type of report shall be reviewed and approved by DEN. New documents and reports may require an additional service request.

10 Training

10.1 End-User Training

TransCore shall provide systems training for new employees and/or recurrent training for existing employees, up to 40 hours per year, as requested by DEN. The training sessions may be on-site or web-based and shall accommodate up to ten (10) DEN personnel. Training requests may include, but not be limited to:

- User access
- Navigation of the application
- Creation of ad hoc reports
- Demonstration of the functions of the application
- Demonstration of the typical uses of the application
- System operations and support

10.2 Training Plan, Schedule, and Material

TransCore shall provide a training plan that includes training objectives, a brief class description, curriculum to be taught, class size, schedule, and location, not less than 10 business days in advance.

All training schedules, curriculum, materials, and location shall be subject to review and approval by DEN, and the training material shall be included without any additional cost. DEN shall provide the room for classes.

11 Cybersecurity Requirements

DEN, having been designated by the Department of Homeland Security as critical infrastructure under the Transportation Systems Sector, is subject to Cybersecurity and Infrastructure Security Agency ("CISA") and Transportation Security Agency ("TSA") regulatory requirements for cybersecurity.

This designation requires that the information security and compliance departments at the Airport ensure that the technology being proposed as well as the vendors producing the technology that is being proposed can meet or exceed the standards outlined in these regulations. Additionally, the Airport seeks to implement generally accepted cybersecurity/information security best practices for all technology in use at the Airport, which is reflected in these requirements.

This section outlines the minimum set of requirements that DEN seeks for technology being utilized at the Airport, including the requirements for both the technology being proposed, as well as for the company that is producing the technology that is being proposed.

Technology, for the purposes of this document, includes all hardware, software, cloud-based services, and professional services and may include other components of a proposed solution as defined by the information security and/or compliance departments during the procurement process.

11.1 Technology Requirements

This section outlines the requirements DEN has for the technology being proposed. Any items that are non-compliant must be approved by the chief information security officer at DEN, or their designee.

11.1.1 Architecture and Design

TransCore must provide the following architecture and design information for the proposed solution's System Architecture:

- A diagram of system components included in the solution, outlining all hardware and software required to successfully utilize the solution in a production capacity.
- A complete inventory of all on-premises system components required for the successful utilization of the solution.

This documentation must include operational technology systems (if applicable), and their placement within the Purdue framework.

- **Network Architecture** –a diagram expressing the network connectivity between all systems (ports and protocols) provided in the system architecture documentation, including any recommended on-site segmentation, connectivity with external systems, and remote access as required for the successful operations of the system
- **Security Architecture** –any technology, techniques, and procedures associated with the proposed technology that describe the implementation of a layered security approach to limit the effectiveness of individually compromised security controls.
- **Data Architecture** – a description of the data collected, processed, and/or forwarded to other systems when utilizing the solution.

11.1.2 Identity Management

Upon notice to proceed, TransCore shall provide an overview of the identity management capabilities of the system, with implementation to occur with the next GTS upgrade expected in the first quarter of calendar year 2025. The overview will include:

- Supported authentication and authorization repositories, ensuring to include any capabilities to federate with DEN authentication and authorization services (Active Directory).
- Authorization capabilities that support the principles of least privilege and segregation of duties, to include role-based access capabilities. This functionality is already in place.

- Capabilities to integrate public-facing services and remote access with multi-factor authentication.
- The ability to support accounts for dedicated solution administration (as opposed to using accounts for administration that are also used for day-to-day activities).

11.1.3 System Configuration

TransCore shall comply with the following requirements:

- The solution shall not use embedded passwords.
- The solution shall not use default passwords (all passwords must be capable of being changed in alignment with industry standard password complexity and rotation guidelines).
- TransCore shall provide DEN with a comprehensive list of all software and services (executables) that are required to successfully utilize the solution. Any executables not provided will be prohibited from executing on the system.
- TransCore will work with DEN to ensure all components of the solution shall, to the maximum extent possible, be able to:
 - Accept the installation of DEN's endpoint detection and response agent (if an agent is available for the platform)
 - Allow all components of the solution to be periodically assessed for vulnerabilities without impact to the utilization of the solution by allowing a combination of the following methods:
 - Accepting the installation of DEN's vulnerability management agent, or
 - Allowing network scans from DEN's vulnerability management platform, or
 - Allowing DEN's OT vulnerability management platform to perform queries of any OT components of the solution, either actively or passively
- Log all security-related events and configuration changes that occur
Provide the capability for either native integration to DEN's security information and event management (SIEM) platform, or the capability to send logs to the SIEM platform, for the solution's security and configuration events. Based upon further information for a more complete understanding of this requirement, an additional service request may be required.

11.1.4 Vulnerability Management

The solution must be capable of remediating vulnerabilities in a timely fashion, regardless of the organization specifically responsible for vulnerability remediation.

- TransCore is required to monitor [CISA's Known Exploited Vulnerabilities Catalog](#) and notify DEN of: any components of their solution that have been identified in this catalog, the timeframe for remediation of these vulnerabilities, and any workarounds that can be put in place to safeguard DEN until the vulnerabilities can be remediated.
- TransCore is required to build and offer solutions that are capable of being remediated on a timeframe that is based on the criticality of the vulnerability.
- TransCore is responsible for responding to DEN's information security and compliance teams should a vulnerability require expedited patching or implementation of workarounds for vulnerabilities rated "critical" that pose a significant risk to DEN's cybersecurity posture.

11.1.5 Cyber Incident Response

TransCore shall work with DEN information security to define the roles and responsibilities and processes for incident response prior to contract signature. The details included in the contract shall include service level expectations, documentation of contact information for all parties, hours of support for all parties, the process for mutual reporting of cybersecurity incidents, and the processes for triaging of cybersecurity incidents associated with the proposed solution.

11.1.6 Risk Assessments

TransCore shall comply with requests from the DEN information security or compliance departments while they conduct risk assessments of the solution. Risk assessments typically occur before the solution is moved into production and then annually. Risk assessments may require in-person interviews, penetration testing, and/or the completion of automated surveys.

11.1.7 Data Backup, Retention, Storage, and Transfer

TransCore shall ensure that any portion of the solution that is not managed by DEN business technology personnel defines a backup and retention schedule that is approved by the DEN information security and compliance departments.

Additionally, the contract between DEN and TransCore shall define a DEN information security and compliance department approved data deletion process and transfer process to return data to DEN at the termination of the contract.

11.1.8 Change Control

TransCore shall follow DEN's change control policy and procedure for making technology changes in scope of the solution.

11.1.9 Audit

TransCore shall assist DEN Compliance personnel for any audits requested by TSA, the City and County of Denver's Auditors Office, or any other auditing entity conducting an audit of the solution as requested by the Airport.

11.1.10 Legal and Regulatory Requirements

In providing and continuing to maintain and/or support the solution, TransCore shall maintain compliance with all applicable federal, state, and local laws, including those for data protection, use, collection, disclosure, processing, and privacy. Additionally, TransCore shall assist the Airport in maintaining compliance with TSA and Federal regulations that apply to the solution, as well as providing support to any law enforcement organizations as requested by the Airport.

11.2 Company Requirements

This section outlines the requirements DEN has for the technology TransCore will use at DEN.

- A cybersecurity incident response plan, outlining 24/7 response, roles and responsibilities of team members, the assessment and triage of cybersecurity incidents, and notification requirements.
- A policy or procedure to review, assess, and update cybersecurity policies, incident response plans, and procedures at least every 12 months or when a significant change to the organization or security controls occur.

- The ability to monitor and alert for unauthorized access, introduction of malicious code, and anomalous events.
- A policy or procedure that ensures the ongoing identification and remediation of vulnerabilities.
- Multi-factor authentication for remote access to all internal systems.
- A policy or procedure that reviews remote access and third-party connections periodically.
- A policy or procedure that requires periodic cybersecurity awareness training for all users of corporate systems.

12 System Enhancements

12.1 System Enhancements General Requirements

TransCore shall have the expertise and resources to develop and implement certain individual “GTS enhancements” within 90 days of the contract’s notice to proceed; additional, concurrent enhancement schedules will be mutually agreeable. System enhancements include but are not limited to:

- Plan and coordinate a program implementation of new device protocols.
- Implement software and database changes as needed for system enhancements.
- Perform overall system testing as needed.
- Create auto-look up of device ID for manual citations.
- Create auto email/text notification of violations.
- Create auto email/text notifications to DEN ground transportation compliance management when key fields are updated (e.g. company, email address).
- Create auto email/text notifications for expiration of key documents (license agreement, insurance, certificates).
- Create “single suspension” and “mass suspension” mechanism for vehicles that aren’t authorized for access to DEN.
- Create “mass notification” mechanism that can email/text companies for various procedures and/or events.
- Create an auto email/text notification system that we can filter and use to notify companies of various procedures and/or events.
- Customized online account access.
- Coordinate the visual design(s) of tags or cameras (if used as part of the system). Final design(s) must be approved by DEN.

DEN will authorize execution of these GTS enhancements either on a lump sum, turnkey, or time and material basis, as deemed appropriate by DEN. The contractor has the responsibility to request any software/hardware requirements from DEN that are needed to perform system enhancements.

12.2 Additional Work Requests

TransCore shall have the expertise and resources to perform moves, additions, changes, and updates (“additional work”) to the System as may be requested by DEN.

Examples of such work include but are not limited to:

- Repair work due to vandalism or force majeure.
- Conduit/cable installations, including fiber splicing and terminations.
- Installation of additional parts, equipment, system, or sub-systems.

- When not covered under the base pricing, replacement of discontinued hardware and software with new replacement hardware and software.
- Upgrades or user requested modifications to the system (e.g. software/reporting/database, etc.) and related sub-systems.
- Other operations and maintenance services and repair requirements not included in Scope of Services.
- Create data link with DEN insurance system to populate insurance status.
- Create data link with DEN vehicle schedule information.
- Create data link with DEN office of finance system to integrate with DEN's billing system (currently in 2023, the system is PROPWorks)
- Prior to the start of additional work, Contractor shall present to DEN with a complete scope of work description, including schedule, deliverables, acceptance criteria, and estimated cost. The development of detailed requirements will be at no cost to DEN.

13 Requests for Work

DEN shall authorize implementation/execution of all contractor work using procurement vehicles/documentation such as additional service requests.

13.1 Procurement Vehicles

Procurement vehicles, such as additional service requests, shall be negotiated and executed for defined portions of the work on a lump sum, turnkey, or time and material basis, using the pricing disclosed by TransCore, as deemed appropriate by the DEN GT Management team. TransCore will not proceed with work without a DEN authorized procurement vehicle and a notice to proceed.

13.2 Materials Quotes

Sourcing of equipment and/or materials –DEN may require TransCore to provide three (3) quotes for best pricing for equipment and/or materials.

14 Quality Assurance

TransCore shall ensure that the highest quality of work is being performed by the professionals and subcontractors employed under this contract. DEN reserves the right to review and reject the qualifications of Contractor and subcontractor's employees who will be working under the Contract.

15 Administrative Requirements

15.1 Insurance

TransCore shall submit the required insurance as specified and is responsible for always keeping the insurance current during the term of the contract. Failure to do so will result in outstanding invoices not being paid until TransCore's insurance is approved by DEN's ground transportation's compliance office. Allowing TransCore's insurance to lapse or not providing DEN's ground transportation's compliance office with current insurance documentation and renewals will negatively impact TransCore's performance record.

15.2 Invoicing

On or before the fifteenth (15th) of each month, TransCore shall submit a monthly invoice to DEN containing costs and receipts from the previous month for professional services rendered under the agreement. Each invoice shall provide the basis for payments to TransCore as listed in the Agreement.

15.3 Security Badging

All TransCore's employees and/or subcontractors shall comply with DEN Security Badge Program and must obtain DEN identification badges, at no cost to DEN, immediately upon award of this Contract, to perform any services on DEN's properties.

15.4 Traffic Control

TransCore is responsible for observing all regulations and ordinances of the City of Denver as they apply to any possible work at DEN, including implementation of traffic control systems during performance of TransCore's Work.

END SCOPE OF WORK

Exhibit B - Rate Sheet - 202370330

DEN Ground Transportation Commercial Vehicle Revenue Control System and Support & Maintenance

Section A - Costs & Annual Maintenance

Pricing	Year 1	Year 2	Year 3	4 (Optional)	5 (Optional)
Design	\$17,299.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction/Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Automated Gate Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Automated Taxi Dispatch	\$228,862.00	\$0.00	\$0.00	\$0.00	\$0.00
Vendor Portal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
One-Time Startup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (E5 Reader Refurbishment)	\$120,268.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (UPS Value Add)	\$19,566.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Level 5 TNC Gate Access)	\$139,802.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (identify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Identify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Yearly Total	\$525,797.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Maintenance Fee					
	Year 1	Year 2	Year 3	4 (Optional)	5 (Optional)
	\$402,042.00	TBD	TBD	TBD	TBD

Footnote:

¹The annual maintenance fees for Year 2 through Year 5 shall have a CPI adjustment to the prior year of no more than 6% per year

The project consists of providing monthly on-site preventative maintenance to include predictive maintenance, inspections, repair, replacement and related services at Denver International Airport (DEN).

Monthly Preventative Maintenance		
Year	Monthly	Total
1	\$13,669.00	\$164,028.00
Job Title	Base Wage/Hour	Fringe/Hour
Field Service Technician	\$51.84	\$22.06
Electronic Technician (Low Voltage)	\$51.84	\$22.06

Footnotes:

¹The price for year 2 and each subsequent year will have an appropriate CPI Adjustment

²The monthly preventative maintenance shall be performed by a qualified service technician. Basic preventative maintenance shall be paid at the Field Technician rate set by the prevailing wage for a Parking Electronic Technician

³Depending on vendor requirements or DEN's inability to provide low voltage electrical work, technicians completing the work shall be paid at the Electronic Technician rate set by the prevailing wage for an Electrician

Section B - Emergency Response Trip

Cost Per Trip ²	Year ³	Total ³
\$9,274.00	\$9,274.00	\$9,274.00

Footnote:

¹The price for year 2 and each subsequent year will have an appropriate CPI adjustment

²The price quoted is based upon one trip.

³One emergency trip is assumed, any additional trips will be at the same cost per trip.

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GROUND TRANSPORTATION AGREEMENT – GENERAL**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2. Business Automobile Liability:

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement unless a different limit of liability is listed below. Total number of seats includes the driver. Limit requirements listed below are intended to mirror the requirements of the Colorado Public Utilities Commission (PUC) and if the PUC publishes changes, the PUC requirements will govern.

<u>Category</u>	<u>Liability Limit</u>
Couriers	\$ 300,000 combined single limit
Vehicles with 8 seats or less	\$ 500,000 combined single limit
Vehicles with 9-15 seats	\$ 1,500,000 combined single limit
Vehicles with 16-32 seats	\$ 3,000,000 combined single limit
Vehicles with 33 seats or more	\$ 5,000,000 combined single limit

Carriers operating under Federal Authority	
Vehicles with 15 seats or less	\$ 1,500,000 combined single limit
Vehicles with 16 seats or more	\$ 5,000,000 combined single limit
Unescorted Vehicle Operations Airside	\$10,000,000 combined single limit

- a. If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted as an official part of the Certificate of Insurance.
 - b. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - c. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
3. Workers' Compensation and Employer's Liability Insurance:
Contractor shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City.
5. Excess/Umbrella Liability:
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.

10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

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

EXHIBIT D - LICENSE AGREEMENT

**SOFTWARE LICENSE
AGREEMENT**

THIS AGREEMENT (the "Agreement") dated as of October 25, 2024, by and between **Gatekeeper Systems, Inc.** ("GSI") and the City and County of Denver, Department of Aviation ("Licensee").

A. GSI has developed certain Parking computer software ("Software") and the accompanying documentation ("User Manuals"), which Software and User Manuals together are the "Licensed Products".

B. Licensee desires to obtain from GSI a license to use the Licensed Products at Licensee's airport facility.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. GRANT OF SOFTWARE LICENSE. GSI hereby grants to Licensee a nonexclusive, perpetual, fully paid license to use the Licensed Products in the operation of Licensee's airport facility. Licensee may not use the Software in a service bureau environment, or distribute, rent, lease, transfer, or sublicense the Licensed Products.

2. DELIVERABLES. Upon execution of this Agreement GSI will deliver to Licensee the Licensed Products in object code formats, together with all related User Manuals.

3. MAINTENANCE AND SUPPORT. GSI may choose to offer maintenance and support services ("Maintenance") for the Licensed Products. If Maintenance is offered by GSI, Licensee may, but is not obligated to, purchase Maintenance at GSI's prevailing price.

EXHIBIT D - LICENSE AGREEMENT

4. OWNERSHIP.

Ownership of the Licensed Products and associated patents, copyrights, and applications therefore will remain with GSI.

5. LIMITED WARRANTY, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION.

(a) GSI warrants that for a period of twelve (12) months from the date of delivery and thereafter for as long as Licensee maintains paid up annual Maintenance, the Software will substantially meet its specifications as described in the User Manuals. As sole remedy for any breach of this limited warranty, GSI shall promptly correct material errors or replace any defective media. GSI does not warrant that operation of the Licensed Products will be uninterrupted or error free. EXCEPT AS EXPRESSLY SET FORTH ABOVE, GSI MAKES NO WARRANTY WITH RESPECT TO THE LICENSED PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) GSI will indemnify, defend, and hold Licensee harmless from and against all loss, cost and expense, including court costs and attorneys fees, resulting from claims that the Licensed Products or the use thereof permitted hereunder infringes upon any third party patent, trademark, copyright, trade secret or other statutory or non-statutory proprietary right, exclusive of any such claim based upon enhancements and/or modifications thereto by Licensee or any third party other than GSI, provided, however, that (i) Licensee shall have

EXHIBIT D - LICENSE AGREEMENT

given GSI prompt written notification of such claim, suit, demand, or action; (ii) Licensee shall cooperate with GSI in the defense and settlement thereof; and (iii) GSI shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. In the event any portion of the Licensed Products is determined to be so infringing, GSI shall at its option, either procure for Licensee a license to use the infringing portion or substitute a non-infringing portion which performs in substantially the same function and manner as the infringing portion. GSI will also extend such indemnification for any personal injury, death, or damage to tangible personal property (which tangible personal property does not include computer files), caused solely by GSI's employees who may be on Licensee's premises performing work under this Agreement, not to exceed the amount of GSI's available insurance coverage.

6. CONFIDENTIALITY. "Confidential Information" means all information and material to which the party hereto has access in connection with this Agreement including, but not limited to, all Software (in both source code and object code format), documentation, User Manuals, financial, marketing and customer data and information, technical information, and any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential. Confidential Information shall not include

EXHIBIT D - LICENSE AGREEMENT

information which: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation or requirement of law, including as may be required under the provisions of the Colorado Open Records Act (CORA), C.R.S. § 24-72-201, *et seq.*

During the term of this Agreement and thereafter, each party shall use the same degree of care that it uses to protect its own confidential information of a like nature, but in no case less than a reasonable degree of care, to protect the confidentiality of the other's Confidential Information and avoid unauthorized disclosure of such Confidential Information to third parties. Neither party acquires any rights in the other's Confidential Information other than a limited right to use such Confidential Information solely for the purposes contemplated by this Agreement.

Each party represents that it has, and agrees to maintain, an appropriate agreement with each of its employees who may have access to any Confidential Information, or that its employees are bound by confidentiality obligations, sufficient to enable each party to comply with all of the terms of this Agreement.

EXHIBIT D - LICENSE AGREEMENT

7. RIGHT TO COPY. The Licensed Products are licensed, not sold. Title and copyrights in and to the Licensed Products, accompanying printed materials, and any copies Licensee is permitted to make herein are owned by GSI or its suppliers and are protected by United States copyright laws and international treaty provisions. Therefore, Licensee must treat the licensed Products like any other copyrighted material except that Licensee may copy the Software for the purpose of replacing worn or deteriorated copies, archive, or emergency restart and security purposes only. Licensee will reproduce GSI's copyright notice and proprietary and restrictive legends on all copies of the Software and any modifications thereof. Copies of User Manuals may be made for internal use only.

8. TAXES. Licensee shall be responsible for all taxes on the Licensed Products, exclusive of taxes based solely on GSI's net income. Licensee will reimburse GSI for all sales, use, or excise taxes assessed by any taxing authority, whether such taxes are invoiced initially to Licensee or assessed retroactively based upon audits by any governmental taxing authority.

9. DEFAULT AND TERMINATION. If either party defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after receipt of notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License. Upon termination of the License granted in this Agreement, Licensee shall, at GSI's request, either return all copies of the Licensed Products to GSI or demonstrate to GSI that such copies have been destroyed.

10. DISPUTE RESOLUTION. - Deleted.

EXHIBIT D - LICENSE AGREEMENT

11. MISCELLANEOUS.

- (a) This Agreement and the rights and licenses granted hereunder may be assigned by either party to a successor in interest. This Agreement and the rights and license hereunder may not otherwise be assigned by a party without the prior express written permission of the other party, which consent will not be unreasonably withheld. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.
- (b) This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without application of principles of choice of laws.
- (c) All notices which either party is required or may desire to give the other party hereunder shall be given by addressing the communication to the party's last known business address and sent by United States Certified Mail, return receipt requested, or by commercial delivery service. Such notices shall be deemed given on the date of receipt (or refusal) of delivery.
- (d) Neither GSI nor Licensee shall be responsibility to the other for failure to fulfill their obligations under this Agreement due to acts of God, acts of nature, strikes, walkouts, lockouts, or any other causes beyond its control.
- (e) The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to

EXHIBIT **D** - LICENSE AGREEMENT

create an agency, partnership, or joint venture between the parties.

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between GSI and either Licensee or any employee or agent of either party. GSI shall bear sole responsibility for payment of compensation, personnel related taxes and benefits to its personnel.

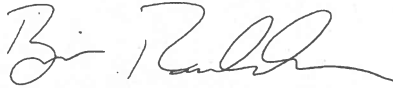
- (f) If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to the applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.
- (g) No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will

EXHIBIT D - LICENSE AGREEMENT

be effective unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

GateKeeper Systems, Inc.



By: Brian Richardson

Its: President

**City and County of Denver Department
of Aviation**



By: Patrick Vialpando

Its: Director of Commercial Transportation