

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BIBLIOTHECA, LLC**, a Delaware limited liability company, whose address is 3169 Holcomb Bridge Road, Suite 200, Norcross, GA 30071 (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City originally awarded this Agreement to the Contractor through a competitive selection, now a sole source, for software solutions for the Denver Public Library (this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City Librarian (“CL”) or other designated personnel of the Denver Public Library (“Agency” or “DPL”).
2. **DEFINITIONS**
 - 2.1. **“City Data”** means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City’s use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement.
 - 2.2. **“Deliverable(s)”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of the Contractor’s Work that is intended to be delivered to the City by the Contractor.
 - 2.3. **“Effective Date”** means the date on which this Agreement is fully approved and signed by the City as shown on the City’s signature page.
 - 2.4. **“Service(s)”** means the services to be performed by the Contractor as set forth in this Agreement and shall include any services to be rendered by the Contractor in connection with any goods or Deliverables.
 - 2.5. **“Subcontractor”** means any third party engaged by the Contractor to aid in performance of the Work.
 - 2.6. **“Work”** means the Deliverables provided and Services performed pursuant to this Agreement.
 - 2.7. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work.

- 3. SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED:** As the City directs, the Contractor shall diligently undertake, perform, and complete the technology related Work set forth on the attached **Exhibit A**, Scope of Work (“SOW”) to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the attached exhibits (collectively, “Exhibits”). The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
- 4. TERM:** This Agreement will commence on February 1, 2023, and will expire, unless sooner terminated, on January 31, 2028 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.
- 5. COMPENSATION AND PAYMENT**
- 5.1. Fees:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit B**, Pricing. Amounts billed may not exceed rates set forth in Exhibit B and will be made in accordance with any agreed upon payment milestones.
- 5.2. Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit B**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
- 5.3. Invoicing:** The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.
- 5.4. Maximum Agreement Liability**
- 5.4.1.** Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Sixty-Nine Thousand Two Hundred Twenty-Six Dollars and Sixty-Five Cents (\$769226.65) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached

Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

5.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. TERMINATION

7.1. Terms of early termination are outlined in the SOW.

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

7.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

7.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement and shall refund to the City any prepaid cost or expenses.

7.5. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

8. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor

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

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE**

10.1. **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

10.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form,

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

- 10.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 10.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 10.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 10.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 10.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 10.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 10.9. Technology Errors & Omissions:** The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

11. DEFENSE AND INDEMNIFICATION

- 11.1.** The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or

relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- 11.2.** The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 11.3.** The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- 11.4.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 11.5.** The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the indemnified parties in relation to any claim that any Deliverable or Service, software, or Work Product provided by the Contractor under this Agreement (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor’s subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.
- 11.6.** The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys’ fees and related costs, incurred by the indemnified parties in relation to the Contractor’s failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S.

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

12. LIMITATION OF THE CONTRACTOR'S LIABILITY: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).

14. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES: The Contractor shall comply with all applicable laws and TS policies in performing the Services under this Agreement. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

15. SERVICE LEVEL AGREEMENTS; FUNCTIONALITY MATRIX: To the extent the Contractor provides service level commitments in connection with its provision of any Work purchased hereunder, the Contractor shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of the service level agreement attached hereto and incorporated herein as **Exhibit A**.

16. TECHNOLOGY SERVICES SPECIFICATIONS

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

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

16.1.2. Account credential lifecycle management from instantiation through revocation;

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

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

16.2. Vendor Supported Releases: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor

approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

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

16.4. Additional Products or Services: The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions contained herein. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the CL, or other designated Agency personnel, shall be authorized to sign any the forms necessary to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.

16.5. Transition of Services: Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City. The Contractor shall cooperate fully with the City and promptly take all steps required to assist in effecting a complete transition to termination of the Services designated by the City. All Services related to such transition shall be performed at no additional to the City. The Contractor shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

16.6. Disaster Recovery and Continuity

16.6.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

16.6.2. Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

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

17. DELIVERY AND ACCEPTANCE

17.1. Acceptance & Rejection: Software, technology services, or other deliverables created and/or delivered pursuant to this Agreement (collectively, “Deliverables”) will be considered accepted (“Acceptance”) only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor’s failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor’s gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its attachments by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City’s satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

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

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

18. WARRANTIES AND REPRESENTATIONS

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

the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Contractor warrants that any Work or Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Deliverable and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

18.2. Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

18.2.1. The Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or

18.2.2. The Contractor shall refund to the City all amounts paid for such Work or Deliverable, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

18.3. Any Work or Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

18.4. **Customization Services:** The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.

18.5. **Third-Party Warranties and Indemnities:** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

18.6. **Intellectual Property Rights in the Software:** The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach

of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

18.7. Disabling Code: The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

19. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE: The Contractor shall comply with, and the Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the "Guidelines"). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

20. CONFIDENTIAL INFORMATION

20.1. "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-

employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

20.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

20.3. Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

20.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

21. DATA MANAGEMENT, SECURITY, AND PROTECTION

21.1. Compliance with Data Protection Laws and Policies: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*; C.R.S., IRS Publication 1075; the Health Information Portability and Accountability Act ("HIPAA"); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services ("CJIS") Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard ("PCI-DSS"), and the Minimum Acceptable Risk Standards for Exchanges, (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City. The Contractor shall comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section. The most recent copy of which is posted at: <https://denvercity.sharepoint.com/sites/TechServices/SitePages/Information-Governance-Committee.aspx>.

21.2. Safeguarding Protected and Sensitive Information: "Protected Information" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

21.3. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein. The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve its data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work is and shall remain the property of the City and shall in no way become attached to the Work, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. The City retains the right to use the Work to access and retrieve data stored on the Contractor's infrastructure at any time during the Term. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

21.4. Response to Legal Orders for City Data: If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

21.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the City's data and record retention policies. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. The Contractor shall not transfer or maintain data under this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City;

however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request, at no additional cost to the City, that the Contractor preserve such data outside of record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Contractor and its third-party services providers must develop and maintain a written policy for the destruction of such records.

21.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions.

21.7. Background Checks: The Contractor shall ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq.*, related to federal tax information.

21.8. Subcontractors and Employees: If the Contractor engages a Subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement

and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

21.9. Security Audit Access: The Contractor shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this Agreement. The Contractor will provide remediation of high-risk security vulnerabilities within a reasonable timeframe. Medium and low risk vulnerabilities would be remediated based on a mutually agreed upon timeframe.

21.10. Unauthorized Data Disclosure

21.10.1. Security Breach: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

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

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

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

21.10.4. Costs: Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach.

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

21.11. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may

thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

- 22. TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
- 23. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign.
- 24. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
- 25. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 26. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 27. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

28. CONFLICT OF INTEREST: No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. § 2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

29. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at:

Denver City Librarian
10 West 14th Ave Pkwy
Denver, CO 80204

With a copy to:

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

Notices hand delivered, sent by overnight courier, or electronic mail are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

30. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CL as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

31. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws,

regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

- 32. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 33. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 34. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 35. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.
- 36. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 37. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 38. 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.
- 39. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

- 40. FORCE MAJEURE:** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.
- 41. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 42. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
- 43. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City' written approval. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 44. EXTERNAL TERMS AND CONDITIONS DISCLAIMER:** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- 45. PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*.
- 46. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.
- 47. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 48. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The

Parties agree not to deny the legal effect or enforceability of this 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 this 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.

49. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Pricing; and **Exhibit C**, Certificate of Insurance.

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Contract Control Number: BOOKS-202265188-[00]
Contractor Name: BIBLIOTHECA LLC

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:

BOOKS-202265188-[00]
BIBLIOTHECA LLC

By: _____
DocuSigned by:
Michael Burstein
8DD84E9272E84D5...

Name: _____ Michael Burstein
(please print)

Title: _____ CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A, Solution as a Service (SaaS) Scope of Work

1. Definitions.

“Confidential Information” means any information received, whether orally or in writing, electronically, digitally, or physically by any media, or visually by inspection of facilities or otherwise, from the other party (the “Disclosing Party,” and the recipient as the “Receiving Party”) which has been identified as confidential or proprietary or that would be understood to be confidential or proprietary by a reasonable person under the circumstances.

“Customer Data” means any data, owned, licensed or obtained by Library from a source other than bibliotheca that is provided or entered into the System by or on behalf of Library.

“Documentation” means the user guides, descriptions and other documentation applicable to the System, as provided by bibliotheca from time to time.

“Equipment” means all hardware, servers, cameras and other equipment, as set forth in an Order Form and provided by bibliotheca for use by Library under this Agreement.

“Intellectual Property” means any copyrights, patents, trademarks, trade secrets and other proprietary rights owned by or licensed to bibliotheca.

“Maintenance Services” means the services related to the Equipment to be provided by bibliotheca to Library under this Agreement, which will be provided pursuant to bibliotheca’s standard maintenance and support and/or service level agreement(s).

“Order Form” means each order form between the parties incorporating the terms of this Agreement which will contain, without limitation, a description of the System fees, Third-Party Services (if any), installation charges, dates of installation, and other relevant details.

“Personnel” means Library’s employees, agents and others under Library’s direction.

“Primary Support” means services provided by the Library to its Personnel for its day-to-day support, technical aid, help and other assistance for the use of the System or for any issues arising from the use of the System.

“SaaS Services” means the provision of System, Support Services and other services by bibliotheca to Library under this Agreement.

“Software” means the object code version of any software to which Library is provided access under this Agreement, including any updates or new versions provided by bibliotheca.

“Support Contact” Library’s designated personnel with appropriate training, skills and expertise in the System, computer and data processing and related services

“Support Services” means the technical support services related to the System to be provided by bibliotheca to Library, which will be provided pursuant to the terms of bibliotheca’s then-current Support Services program, as updated from time to time, including reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements and new versions of the Software.

“System” means the Equipment and Software, as further described in the applicable Order Form and Documentation.

“System Data” means the data and information regarding the System, such as system logs, usage data and statistics, and on- and off-time logs.

“Term” means the period as identified on the Order Form.

2. Bibliotheca’s Obligations.

2.1 Provision of System. Subject to Library’s compliance with its obligations in the Agreement, bibliotheca will provide the System to Library as set forth in this Agreement and the applicable Order Form. bibliotheca will install the Equipment and Software as provided in the applicable Documentation, pursuant to a schedule to be mutually agreed between the parties. Installation and other charges will apply as set forth in the applicable Order Form.

2.2 Support Services. During the Term, bibliotheca will provide Support Services to Library’s designated Support Contact. Library acknowledges and agrees that Support Services do not apply to any equipment,

- services or components related to the System that are not provided by bibliotheca, including any third-party services, or any equipment provided by bibliotheca that is not part of this Agreement.
- 2.3 **Maintenance Services.** bibliotheca will provide Maintenance Services for the duration of the Agreement for all Equipment. Library acknowledges and agrees that these services do not apply to any equipment, services or components that are not provided by bibliotheca, including any third-party services, or any equipment provided by bibliotheca that is not part of this Agreement.
3. **Library Obligations.**
- 3.1 **Primary Support.** Library will assign a Support Contact to enable operation of the System and to provide Primary Support. Library will be responsible for ensuring that Support Contacts (a) are adequately trained on the use and operation of the System and (b) comply with the terms of this Agreement and all Documentation. Library shall be solely responsible for the acts and omissions of its Personnel and patrons. bibliotheca shall not be liable for any loss of data or functionality caused directly or indirectly by Library's Personnel or patrons. Library will also be responsible for any required IP address assignments and additional network requirements, including necessary software licensing.
- 3.2 **Operating Costs.** Library is responsible for (a) providing a suitable network and internet system for integration of the System into Library's applicable systems at its own expense, and (b) its own costs and expenses associated with operating the System. bibliotheca will have no obligation to reimburse Library for any expenses or costs not mentioned in this Agreement that are incurred by Library in the preparation, systems integration, use of the System, or for any performance of Library's duties necessary to make use of the System.
- 3.3 **Authority.** Library represents and warrants that it: (a) has requested the System for its own use and not for the benefit of any third party, (b) owns the premises in which the System is being installed or has all necessary right and authority from the owner of the property to engage bibliotheca to carry out the installation and operation of the System in the premises; and (c) will comply with all laws, codes and regulations pertaining to the use of the System.
- 3.4 **System Access.** Library shall provide commercially reasonable information and assistance to bibliotheca to enable bibliotheca to deliver the SaaS Service. Library acknowledges that bibliotheca's ability to deliver the SaaS Service in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance. Library shall allow bibliotheca to copy, store, configure, perform, display and transmit System Data as necessary to provide the SaaS Service to Library.
- 3.5 **Site Preparation.** Library will provide electrical power and materials necessary for supplying high voltage power to the Equipment in accordance with bibliotheca's specifications, telephone connections, network drops and any required conduit, wire molding or other raceway. Installation of Equipment may require cutting, bolting or fastening into Library's floors, walls and/or ceilings. bibliotheca will not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.
- 3.6 **Degradation of Equipment.** bibliotheca will not be responsible for degradation of Equipment performance caused by interfering electrical emissions generated from the operation of auxiliary equipment or fixtures at or near Library's location. bibliotheca will have no liability for loss or damages of any kind due to water intrusion, fungi, mold, wet or dry rot or bacteria arising from or related to the installation of the Equipment. bibliotheca will not be liable for any loss, damage or injury to the Equipment, Library, its personnel, its users or any other person caused by the use of non-conforming supplies, components or replacement parts.
- 3.7 **Compliance.** Library acknowledges that bibliotheca exercises no control over the content of the information transmitted by Library through the SaaS Service.
4. **Software License**
- 4.1 **Software License Grant.** Subject to the terms and conditions of this Agreement, including but not limited to the use rights, license scope rules and definitions described in the applicable Ordering Form, as well as any online terms of use, and subject to payment of the applicable fees, bibliotheca hereby

grants to Library a limited, non-exclusive, personal, non-transferable, non-assignable and non-sublicensable license for the Term to access and use the Software in connection with the SaaS Service. Library acknowledges that all Software is licensed and not sold. By accepting the license set forth in this Agreement, Library acquires only the right to use the Software in accordance with the terms of this Agreement during the Term. bibliotheca shall retain sole and exclusive ownership and all rights, title, and interest, including Intellectual Property rights, embodied or associated with the Software.

4.2 License Restrictions. Library shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party:

- a. Sell, resell, distribute, lease, rent, license or sublicense, in whole or in part, the Software;
- b. Decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for any purpose;
- c. Allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information to anyone other than Library's employees and independent contractors, with the exception of extending online data inquiry access to patrons, other libraries and third-party entities, such as in the form of a public access catalog;
- d. Modify, adapt, translate or otherwise make any changes to the Software or any part thereof;
- e. Use any Software, Intellectual Property or Confidential Information to provide processing services to third parties, such as a commercial time-sharing or service bureau; or
- f. Otherwise use or copy the Software, except as expressly permitted herein.

4.3 System Data. Library acknowledges and agrees that, as between the parties, bibliotheca owns all System Data and may use the System Data for other commercial purposes, including to improve the System and its services; provided that bibliotheca will not disclose personally identifiable information regarding the Library or its personnel or patrons to third parties.

4.4 Reservation of Rights. Except for the license rights expressly granted herein, all rights, titles and interests in the Software remains with and are reserved by bibliotheca and its licensors or suppliers.

5. Equipment Lease

5.1 Lease. bibliotheca hereby leases to Library, and Library hereby leases from bibliotheca, the Equipment described in the Order Form.

5.2 Title. The Equipment will remain the property of bibliotheca, and upon termination of Agreement, all Equipment will be returned to bibliotheca. Library agrees that it:

- a. will not (i) assign, transfer, pledge, encumber, lease or relinquish possession or control of the Equipment; (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by bibliotheca; or (iii) remove the Equipment from the installed location without written permission from bibliotheca;
- b. will bear all risk of damage to, or loss or theft of, the Equipment while it is in Library's possession or control; and
- c. keep the equipment in a clean, safe and sanitary condition at its own expense and in accordance with any applicable laws, rules or regulations.

5.3 Delivery and Installation. Delivery and installation of the Equipment shall be at bibliotheca's expense and shall be arranged by bibliotheca in a manner and condition according to Library's written instructions. If no instructions are provided, arrangements shall be made at bibliotheca's discretion. Library is responsible for the storage and maintenance of the Equipment between delivery and installation and is responsible for maintaining the condition of the Equipment during that time. Library is responsible for any damage occurring in this timeframe that is not caused by delivery, installation or normal wear-and-tear.

5.4 Alterations to Equipment. Library shall not alter, add or improve the Equipment without bibliotheca's prior written consent. Library shall pay for all alterations, additions, or improvements to the Equipment, all of which shall become bibliotheca's property.

- 5.5 **Location.** The Equipment shall be used at Library's premises. Library shall not change the location of the Equipment without bibliotheca's prior written consent.
- 5.6 **Possession.** The Equipment is and shall remain personal and moveable property. Library shall not affix the Equipment nor permit it to be affixed so that it becomes part of realty and shall so notify its landlords, mortgagees, insurers and all others who may have an interest in or claim against the premises where the Equipment is to be located. Any removal from such premises shall be at Library's risk and expense.
- 5.7 **End of Term.** Following the expiration or termination of this Agreement, Library shall arrange transportation for the return of the Equipment and/or allow bibliotheca access to its premises to remove any and all bibliotheca-owned devices, instruments, appliances, cabinets, wiring/cable and other materials associated with and including the Equipment. bibliotheca shall have no obligation to repair or redecorate any portion of Library's premises upon such removal, and the removal or abandonment of such materials will not be held to constitute a waiver of the right of bibliotheca to collect any charges that have been accrued or may be accrued under this Agreement.
6. **bibliotheca's Option to Modify or Discontinue Services.** bibliotheca has the right, at any time, to make such modifications to the System as it sees fit, to the operation, performance or functionality of the System or as required by bibliotheca's licensors and suppliers or by applicable law. If such a modification of the System leads to discontinuation of certain features of the System, or support, maintenance or the provision of new versions, updates or corrections which materially impairs the value or use of the System to the Library, Library will notify bibliotheca of the alleged impairment and the parties will cooperate in good faith to agree on an appropriate remedy.
- 6.1 **Payment. Invoicing.** bibliotheca will invoice Library for the first year's fees prior to Agreement effective date. Thereafter, bibliotheca will invoice Library as defined in the Agreement. All payments will be made in U.S. Dollars. All amounts paid are non-refundable and all amounts payable under an Order Form are non-cancellable.
- 6.2 **Failure to pay.** If Library fails to pay for the SaaS Service within 10 days after its due date, bibliotheca may, at its discretion: shut off the Software or otherwise discontinue service; suspend or terminate the SaaS Service; demand full payment immediately; reclaim the System.
7. **Warranties.**
- 7.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY BIBLIOTHECA UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BIBLIOTHECA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. BIBLIOTHECA DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
8. **Hazardous Materials.** Library represents and warrants that, to the best of Library's knowledge, the work site is free of any hazardous materials. If any such substance is discovered on the work site, bibliotheca will not be required to install or service the Equipment at such site unless and until Library certifies the removal or safe containment of such hazardous materials. Library will indemnify, defend and hold bibliotheca, its officers, directors and agents harmless from any damages, claims, injuries or liabilities resulting from the exposure of bibliotheca's employees, contractors or subcontractors to hazardous materials at the work site.
- 8.1 **Termination. Early Termination.** Either party may terminate this Agreement upon written notice to the other party if: (a) the other party breaches any material term of this Agreement and fails to cure or is unable to cure the breach within 30 days of receiving written notice from the non-breaching party; or (b) a Trustee or Receiver is appointed for the other party or its property, or the other party makes an assignment for the benefit of creditors, or is the subject of any bankruptcy proceedings, or becomes insolvent.

- 8.2 **Effect of Early Termination.** Following termination of this Agreement, Library will: (a) pay bibliotheca all amounts due and owing under the Agreement within 35 days (including all amounts for any remaining months of the then-current term as stated in the Order Form), (b) discontinue all use of the System, (c) return to bibliotheca all materials provided by bibliotheca under this Agreement, including Documentation, and (d) allow bibliotheca access to its premises to recover all Equipment and other materials in Library's possession or control
- 8.3 **Confidentiality** Any information supplied by bibliotheca in response to Library's request for quotation or information and any information provided by bibliotheca regarding the System is bibliotheca's Confidential Information and, except as required by applicable law, may not be otherwise disclosed or used.

ORDER FORM

Solution as a Service: Denver Public Library

| Solution | Quantity |
|---|----------|
| selfCheck™ 1000 freestanding kiosk (white) | 47 |
| libraryConnect devices, annual subscription (26-50 devices) | 1 |
| Service and Maintenance | 5 |
| Shipping and Delivery | 1 |

Solution as a Service Annual Payments:

| Year | Description | Annual Fee |
|------|-------------------|--------------|
| 1 | SaaS listed above | \$153,845.33 |
| 2 | SaaS listed above | \$153,845.33 |
| 3 | SaaS listed above | \$153,845.33 |
| 4 | SaaS listed above | \$153,845.33 |
| 5 | SaaS listed above | \$153,845.33 |
| | Total | \$769,226.65 |

The Solution as a Service term commences upon date of first product delivery. Invoicing and payment per terms of the agreement.

Accepted and Agreed to by:

Library:

By: _____

Printed Name: _____

Title: _____

Date: _____



Exhibit C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2022

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

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

| | | |
|--|--|--------------------------------------|
| PRODUCER Johnson, Kendall & Johnson, Inc. 109 Pheasant Run Newtown, PA 18940 | CONTACT NAME: PHONE (A/C, No, Ext): (215) 968-4741 | FAX (A/C, No): (215) 968-0973 |
| | E-MAIL ADDRESS: info@jkj.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Bibliotheca LLC 3169 Holcomb Bridge Road Suite 200 Norcross, GA 30071 | INSURER A : Federal Insurance Company | |
| | INSURER B : Citizens Insurance Company of America | |
| | INSURER C : Allmerica Financial Benefit Insurance | |
| | INSURER D : ACE American Insurance Co. | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 99500812 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED TOTAL \$ 5,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | ABY H866280-00 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 79899612 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | W2Y H862951-00 | 1/1/2022 | 1/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Errors & Omissions | | | 99500812 | 1/1/2022 | 1/1/2023 | Each Claim 3,000,000 |
| D | Cyber Liability | | | EONG31332485005 | 1/1/2022 | 1/1/2023 | Limit 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE:
 Contract Number is BOOKS-202265188

 City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are Additional Insured for General Liability and Business Automobile Liability with respect to the operations of the Named Insured with respect to the operations of the Named Insured, and where required by written contract. Waiver of Subrogation for General Liability applies in favor of the Additional Insured where permissible by state law, and where required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER City and County of Denver | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |