MASTER LICENSE AND SERVICES CONTRACT

CONTROL PAGE

This Master License and Services Contract (the "Agreement") is entered into by and between Wolters Kluwer ELM Solutions, Inc., a Delaware corporation ("ELM Solutions" or "Contractor"), and the party identified as "Client" below, as of the "Effective Date" also set forth below. The party identified as "Client" below may also be referred to herein as "City".

Client	CITY AND COUNTY OF DENVER
Address	
Entity Type	A MUNICIPAL CORPORATION **State of Formation** Colorado
Client's Sponsor	Name: Craig Poley Phone:720-913-4915 Email: craig.poley@denvergov.org
Client's Billing Contact	Name: Phone: Email:tsfinance@denvergov.org
ELM Solutions Billing Contact	Name: Finance Department Phone: +1.800.773.8644 Email: accountinginquiries@wolterskluwer.com
ELM Solutions Technical Contact	Name: Corporate Support Phone: +1.800.770.8162
Effective Date	September 1, 2019
On-Site Kick-Off	Within 10 Days of Effective Date

EXHIBITS

A	PRODUCT DESCRIPTIONS
B	MAINTENANCE AND SUPPORT
C	HOSTING
D	PRICING

E	STATEMENT OF WORK
F	BUSINESS ASSOCIATE AGREEMENT
G	CERTIFICATE OF INSURANCE

H	FUNCTIONAL MATRIX

General Terms and Conditions

1. **Software License.**

(a) Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, ELM Solutions hereby grants to Client a nonexclusive, non-sub-licensable, nontransferable license to use certain components of its enterprise legal management software platform known as "Passport," including the software applications, modules, toolkits, connectors and other products listed in the Pricing Exhibit (attached as Exhibit D hereto) and described in Exhibit A (collectively, the "Software"). Such license shall be for the term of this Agreement and shall expire upon its termination or expiration. At Client's written request, ELM Solutions shall provide Client one backup copy of the Software version installed by Client for Client's backup or archival purposes only, which copy shall be subject to all terms and conditions of this Agreement.

(b) Client and its Authorized Users (defined below) may use the Software (i) only for the transmission, processing, review and routing of information for the Client's own internal business purposes, and not on an outsourcing basis, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client shall be responsible for its Authorized Users' compliance with the terms hereof. Client shall not permit any third-party users (other than LSPs (defined below)) to use the Software in any way whatsoever without the prior written consent of ELM Solutions. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

(c) Subject to Section 11 (Client Configurations), other than ELM Solutions, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, nor create derivative works thereof. The Software is licensed as a single product to Client and may not be separated into its component files, nor shall its component files be used for any purpose separate from the operation of the Software in accordance with this Agreement.

(d) The Software (excluding any licensed toolkits) may be used by the base number of Client's worldwide employees, third-party auditors, agents, and contractors ("Authorized Users") set forth in the Pricing Exhibit (attached as Exhibit D hereto) and such additional Authorized Users as may be hereafter identified to ELM Solutions by Client and for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each toolkit licensed hereunder (if any) may be used by only the number of Authorized Users respectively identified for that toolkit in the Pricing Exhibit.

(e) Client's foregoing license shall include, at no additional cost, all new scheduled major releases, service pack releases, and hot fixes of the Software offered by ELM Solutions during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by ELM Solutions, all of which require a separate license and payment of additional license fees. Additional fees at ELM Solutions' then-prevailing professional service rates will apply for implementation of New Releases.

(f) Unless otherwise specified in an Exhibit hereto, the license granted hereunder covers a single production instance of the licensed Passport Software (one application server plus one database instance) and a staging environment. This license does not include licenses to any module, toolkit or application for use in connection with ELM Solutions' Passport software platform other than those modules, toolkits and applications identified in the Pricing Exhibit, all of which are licensed separately.

(g) **Optional Passport Software Update**: Client may elect to update the Software and all derivative ELM Solutions licensed products and customizations (each, an "Update"). Updates that are included

as part of the Software License are limited to once every twelve (12) months and include the following:

    i.   Bring up to date the Software to the latest version available at the time the Update commences.
    ii.   Maintain customizations to preserve existing functionality.
    iii.   Testing of product, configurations, and customizations.
    iv.   Bring up to date all ELM Solutions licensed products, modules, connectors, and libraries.
    v.   Update Software infrastructure such as SQL database and Windows versions operating systems.
    vi.   Assistance for Updates shall be performed by the ELM Solutions Professional Services Group pursuant to this Agreement.

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

2. **Delivery**. Following the execution of this Agreement by the parties, ELM Solutions shall deliver the Software, in its preconfigured, out-of-the box format, to Client. The Software and installation instructions will be delivered electronically to Client via a FTP site.

3. **Ownership**.

(a) All Intellectual Property Rights (defined below) in the Software and toolkits and other products (including, without limitation, related tutorials and documentation), Professional Services and Work Product (as defined in Section 12) and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly ("ELM Solutions Products"), shall remain the exclusive, sole and absolute property of ELM Solutions or the third parties from whom ELM Solutions has obtained the right to use the ELM Solutions Products. Intellectual property created by ELM Solutions pursuant to this Agreement shall be owned by ELM Solutions. "Intellectual Property Rights" shall mean any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. This Agreement does not convey to the Client any interest in or to the ELM Solutions Products or any associated Intellectual Property Rights, but only a limited right to use the Software, which right is terminable in accordance with the terms of this Agreement and otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using a toolkit licensed hereunder, Client shall also have a license to use such configurations or modifications in conjunction with the Software on the terms set forth in Section 1. Rights not granted to the Client are expressly reserved by ELM Solutions. Client shall at all times retain all Intellectual Property Rights in all Client Data (defined below) and proprietary information and materials provided by Client in connection with the use and receipt of the Software and Professional Services. During the term of the Agreement, subject to the terms and conditions set forth herein, Client shall have a personal, non-transferable, non-exclusive, right and license to use the Work Product solely for the internal business purposes of Client.

(b) For purpose of this Agreement, as between ELM Solutions and Client, any Intellectual Property Rights in the ELM Solutions Products to the extent owned by any third party shall be and remain the

exclusive property of such third party. Client may choose to have its Software installation comprised, in part, of software (the "Cognos Software") that is the intellectual property of Cognos Corporation, a Delaware corporation (together with its authorized subsidiaries and distributors worldwide, "Cognos"), and in such case, the license provided under this Agreement is granted by ELM Solutions pursuant to the terms of an OEM agreement by and between ELM Solutions and Cognos. All title in and rights to the Cognos Software (including any copyrights) remains exclusively with Cognos. Client's use of the Cognos Software is subject to the terms of the International Program License Agreement set forth at http://www-03.ibm.com/software/sla/sladb.nsf/blalookup/1enZ125-3301-13?OpenDocument. As between ELM Solutions and Client, the Cognos Software and any other third-party software within the Software shall be deemed a part of the "Software" and the parties shall have the respective rights, duties and obligations appurtenant thereto as set forth elsewhere in this Agreement.

(c) Client acknowledges that ELM Solutions is engaged in the process of continuously improving its products which provide solutions to manage legal commerce for a wide variety of clients and that ELM Solutions will continue these activities. Nothing in this Agreement shall be deemed to preclude or limit ELM Solutions from using intellectual property (including any Client feedback or suggestions) developed in the provision of the Software license and associated services hereunder and/or developing any products, end-user services, or other deliverable materials for itself or other clients, so long as such services and/or products do not incorporate Client's Confidential Information (defined below).

(d) Client shall exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to Client's data entered into or processed in the Software or disclosed by Client to ELM Solutions in its performance hereunder ("Client Data"), and, as between Client and ELM Solutions, such Client Data shall remain the sole property of Client. ELM Solutions has a limited, nonexclusive license to access and use Client Data as provided in this Agreement solely for the purpose of performing its obligations hereunder. 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 the Agreement. Client retains the right to use the service to access and retrieve data stored on ELM's infrastructure at any time during the Term of this Agreement at its sole discretion. ELM Solutions will not use Client Data for ELM Solutions'' own benefit and, in particular, will not engage in "data mining" of Client Data or communications, whether through automated or human means, except as specifically and expressly required by law, authorized in writing by Client or as described in this Agreement. Client hereby grants to ELM Solutions a limited license to use Client Data solely (i) to process the Client Data pursuant to Client's business requirements, (ii) to perform Professional Services under this Agreement (iii) for maintenance and support of the Software, (iv) for research and development purposes; provided, however, that any such use shall remain subject to the confidentiality provisions of this Agreement (v) to enable Client and its LSPs to comply with ELM Solutions' pricing programs then in effect, and (vi) to extract and anonymize legal matter type, rate, cost, fee arrangement and other data for the use of ELM Solutions, by itself or with third parties, to produce reports, studies, or products on matters related to legal billing and matter management (collectively, "Data Products"). To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to ELM Solutions (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it, its Authorized Users, and its LSPs shall have first obtained the same prior to transmitting such data to ELM Solutions. To the extent that any license is necessary for ELM Solutions or a third party to obtain or exercise any right under a patent, copyright, trade secret or other similar proprietary or intellectual right in any Client Data, upon written notice to Client explicitly defining the need for said license, Client may grant to ELM Solutions a perpetual, transferable, sub-licensable royalty-free, world-wide license under its Intellectual Property Rights therein. Subject to the foregoing license, as between Client and ELM Solutions, the Client Data remains the exclusive intellectual property of

Client. All Data Products, however, shall be the exclusive work product and intellectual property of ELM Solutions.

(e) The Software works in conjunction with ELM Solutions' collaborative data transmission network (the "Network"), which is separately licensed by ELM Solutions to Client's designated law firms and legal services providers (collectively, the "LSPs" or "Legal Service Providers"). The Network provides each Legal Service Provider real-time access to a controlled set of information stored in the Software in the form of certain preconfigured reports concerning all matters for which the Legal Service Provider is engaged. Client acknowledges that by using the Software it will transmit and receive Client Data. Neither ELM Solutions nor any agent of ELM Solutions will in any way access or view the substance of any such Client Data except as permitted in Section 3(d). LSPs will be required to agree to click through ELM Solutions' end user license agreement and pay its applicable subscription fee as referenced in Section 4(f).

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

4. **Fees; Expenses; Payment Terms**.

(a) In consideration of receiving a license to the Software and receive Professional Services, Client shall pay the fees set forth in the Pricing Exhibit (the "Fees"). Client shall notify ELM Solutions in writing should Client hereafter require additional Authorized Users, after which ELM Solutions shall invoice Client for the additional Authorized Users license fee. The Software may, from time to time, electronically transmit to ELM Solutions reports verifying the type and number of User licenses and Modules utilized by Client, and ELM Solutions may utilize license keys or other reasonable controls to enforce User license limitations. Client shall cooperate with ELM Solutions in all such efforts.

(b) All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which, unless otherwise exempt, Client will be responsible for and will pay in full, other than taxes based on ELM Solutions' net income. Client has provided ELM Solutions its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement.

(c) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation under this Agreement will not exceed TWO MILLION FOUR HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED AND EIGHTY-THREE DOLLARS ($2,462,283.00) (the "Maximum Contract Amount") unless mutually adjusted in writing by the parties. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement. The Client's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Client does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement

does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Client.

(d) The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement, provided that City acknowledges that payments to ELM Solutions subcontractors will be managed pursuant to the terms of the contract between ELM Solutions and the applicable subcontractor. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment shall be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement shall be paid at the amounts set forth in the invoice within 35 (thirty-five) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. dollars, unless otherwise required by applicable law. Commencing upon the first Renewal Term (defined below) and thereafter, ELM Solutions shall have the right to increase rates hereunder by a percentage equivalent to the greater of 7% or the percentage increase in the Consumer Price Index (CPI-U) over the previous year.

(e) **Audit on Invoicing Records**. 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

(f) Legal Service Provider Implementation Plan. Client acknowledges that its use of the Software requires implementing Client's Legal Service Providers ("LSPs") on the network. In addition to any Fees paid by Client, the parties acknowledge that Client's LSPs must pay an annual fee to ELM Solutions. Client acknowledges and agrees that LSP payment terms shall be communicated to each LSP at the beginning of the initial subscription period as part of the law firm onboarding and the joint Client-ELM Solutions welcome letter, and the LSP will be required to accept ELM Solutions' Terms of Use in order to submit Invoices through the Software ("Invoices" shall mean bills or invoices from LSPs and which seek payment from Client). ELM Solutions' provision of access to the Software to LSPs is contingent upon such LSPs (i) paying the applicable annual fee; and (ii) agreeing to the Terms of Use. Within 60 (sixty) days from execution of this Agreement, Client shall provide ELM Solutions with the full list of LSPs (with contact information) eligible for connection to Client and send letters to all such Legal Service Providers notifying them of the Passport implementation.

5. **Limited Warranty**.

(a) ELM Solutions warrants, solely for the benefit of Client, that:

(i)   It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder;

(ii)   The Software shall conform in all material respects to the applicable product description set forth in Exhibit A, and the technical specifications set forth in the "Online Help File" for the Software published by ELM Solutions from time to time (collectively, the "Specifications") and the functional requirements agreed to by ELM Solutions and listed in Exhibit H hereto.

(iii)   All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards provided that any claim by Client with respect to this warranty be brought within 30 days of delivery of the services; and

(iv)   ELM Solutions warrants, solely for the benefit of Client that for a period of 45 (forty-five) days after delivery to production, the finished Work Product (as defined in Section 12 below) delivered will perform in accordance with the description of them contained in an applicable SOW and Client approved user stories based on such functionality derived from

sprint phases. ELM Solutions agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.

(v)   The Software does not contain and Client will not receive from ELM Solutions 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 Client system or Data (a "Disabling Code"). In the event a Disabling Code is identified, ELM Solutions shall take all steps reasonably necessary, at no additional cost to Client, to furnish to Client a corrected version of the Software without the presence of Disabling Codes. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

(vi)   ELM Solutions will comply with all applicable laws related to the operation of its business in performing the Professional Services under this Agreement. Any ELM Solutions personnel visiting Client's facilities will comply with all applicable Client policies regarding access to, use of, and conduct within such facilities. Client will provide copies of such policies to ELM Solutions upon request.

EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, ELM SOLUTIONS AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

(b) As the exclusive remedy of Client under the limited warranty set forth in Sections 5(b)(ii), for any error or other defect for which ELM Solutions is solely responsible, ELM Solutions shall, (i) first make good faith attempts to correct or repair the Software, or alternatively (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported to ELM Solutions and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than ELM Solutions, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY**. (A) IN NO EVENT SHALL ELM SOLUTIONS BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF ELM SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. (B) EXCEPT FOR ELM SOLUTIONS' INDEMNIFICATION LIABILITY ARISING UNDER SECTION 7(a), ELM SOLUTIONS' TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES SHALL NOT EXCEED $1,300,000 LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY ELM SOLUTIONS UNDER THIS AGREEMENT. ELM SOLUTIONS SHALL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS AGAINST ELM

SOLUTIONS IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

(a) If a third party files a legal action against Client claiming the Software, as delivered to Client by ELM Solutions, infringes a third party's copyrights or registered trademarks in the United States, Canada, Australia, the European Union, or a third party's patents in the United States, then ELM Solutions will defend Client against such claim. ELM Solutions shall also indemnify Client from all damages and out-of-pocket costs (including reasonable attorney fees) finally awarded by a court of competent jurisdiction in connection with any such claim, or agreed by ELM Solutions in a settlement. Client shall give to ELM Solutions written notice, as soon as is practicable, of any claim subject to indemnity, shall permit ELM Solutions to assume the defense of same, shall cooperate in the defense, shall not settle such claim without ELM Solutions' prior written authority and shall take all reasonable steps to mitigate any potential damages that may result. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by ELM Solutions, or, even if by ELM Solutions, at the request of Client, excluding configurations during the implementation phase, or (y) use of the Software in combination with other software or items not provided by ELM Solutions.

(b) As the exclusive remedy of Client under the limited indemnity set forth in Section 7(a), if the use of the Software by Client is enjoined, ELM Solutions shall, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the claim, action or suit, (iii) replace the Software at no additional charge to Client with an equally suitable, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client paid Fees prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than ELM Solutions, or used in a manner for which the Software is not designed or intended. This Section states ELM Solutions' entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

(c) ELM Solutions shall defend and indemnify Client from and against all damages and out-of-pocket costs (including reasonable attorney fees) reasonably incurred by Client through its cooperation in this Section and/or finally awarded by a court of competent jurisdiction or agreed by ELM Solutions in a settlement in connection with a third party claim to the extent caused by ELM Solutions' material breach of any confidentiality obligations contained in Section 8 of this Agreement. Client shall give to ELM Solutions written notice, as soon as is practicable, of any claim subject to indemnity, shall permit ELM Solutions to assume the defense of same, shall cooperate in the defense, shall not settle such claim without ELM Solutions' prior written authority and shall take all reasonable steps to mitigate any potential damages that may result.

(d) ELM Solutions hereby agrees to defend, indemnify, reimburse and hold harmless Client, its appointed and elected officials, agents and employees for, from and against all third party liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by ELM Solutions under this Agreement , unless such claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Client. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of 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. ELM Solutions duty to defend and indemnify Client under this Section (d) shall arise at the time written notice of the claim is first provided to Client regardless of whether claimant has filed suit on the Claim. ELM Solutions duty to defend and indemnify Client shall arise even if Client is the only party sued by claimant and/or claimant alleges that Client's

negligence or willful misconduct was the sole cause of claimant's damages. ELM Solutions will defend any and all Claims which may be brought or threatened against Client and will pay on behalf of Client any expenses incurred by reason of such Claims finally awarded by a court of competent jurisdiction or agreed by ELM Solutions in a settlement 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 Client shall be in addition to any other legal remedies available to Client and shall not be considered Client's exclusive remedy. Client shall give to ELM Solutions written notice, as soon as is practicable, of any claim subject to indemnity, shall permit ELM Solutions to assume the defense of same, shall cooperate in the defense, shall not settle such claim without ELM Solutions' prior written authority and shall take all reasonable steps to mitigate any potential damages that may result.

(e) Insurance coverage requirements specified in this Agreement below in Section 15 shall in no way lessen or limit the liability of the ELM Solutions under the terms of this indemnification obligation. The ELM Solutions shall obtain, at its own expense, any additional insurance that it deems necessary for the Client's protection.

(f) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

8. **Confidentiality**.

(a) ELM Solutions acknowledges that any information, data, documents transmitted by or to Client through the Software or disclosed by Client to ELM Solutions in its performance hereunder are confidential and proprietary information of Client. Client acknowledges that all documentation, audit reports, technical information, software and other information pertaining to the Software, and/or ELM Solutions' business interests or activities, methods of operation, or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of ELM Solutions. (The information and materials described in the preceding sentences shall be referred to herein as "Confidential Information.") Notwithstanding the foregoing, the term "Confidential Information" shall not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound. ELM Solutions shall also be permitted to retain anonymized and de-identified data. Client acknowledges that anonymized and de-identified Client Data shall not be considered Confidential Information and may be utilized by ELM Solutions for the purposes set forth in Section 3(d)(vi).

(b) All Confidential Information shall be held in confidence and shall not be copied, used or disclosed other than as set forth in this Agreement. Each party shall take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to said Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court or other governmental body ("Order"), in which event, the disclosing party shall use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so. The receiving party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the receiving party under this Agreement shall survive the expiration or earlier termination of this Agreement. The receiving party shall not disclose Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and

confidentiality provisions at least as strict as those contained in this Agreement. Under no circumstances shall Confidential Information received from ELM Solutions be disclosed to any competitor of ELM Solutions without ELM Solutions' advance written permission.

(c) Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed shall have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

(d) To the extent Confidential Information includes materials subject to the attorney-client privilege, the work product doctrine or any other applicable privilege, the parties understand and agree that they have a commonality of interest with respect to such matters and it is the parties' intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, the work product doctrine or any other applicable privilege. ELM Solutions shall not be permitted to retain anonymized and de-identified data that includes materials subject to the attorney-client privilege.

(e) If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA shall remain confidential, and shall as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

(f) COLORADO OPEN RECORDS ACT. The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the Client for disclosure of such information, the Client shall advise ELM Solutions of such request in order to give ELM Solutions the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. If ELM Solutions objects to such disclosure as contemplated by this Section 8f, Client shall refuse disclosure of ELM Solutions materials marked proprietary or confidential to the requestor until such time as disclosure is ordered by a court. In the event of the filing of a lawsuit to compel such disclosure, the Client will, at no cost to the Client, tender all such material to the court for judicial determination of the issue of disclosure and ELM Solutions agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

(g) ELM Solutions will provide access to Client Data only to those ELM Solutions employees, contractors and subcontractors ("Contractor Staff") who need to access the Client Data to fulfill ELM Solutions' obligations under this Agreement. ELM Solutions will ensure that, prior to being granted access to the Client Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Client Data they will be handling.

9. **Term; Termination**.

(a) Subject to the provisions of Section 9(b), this Agreement shall be effective for an initial term of five (5) years following the Effective Date (the "Initial Term"). This Agreement may be renewed for one additional five (5) year term (a "Renewal Term" and, together with the Initial Term, the "Term"), upon execution by the parties of an amendment to the Agreement effectuating the Renewal Term.

(b) If either party hereto fails to perform or observe any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice delivered in accordance with Section 13 (d), specifying the alleged breach in detail along with the Section of the Agreement at issue, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party shall have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied. In addition, either party may terminate this Agreement immediately in the event that the other party experiences a change of control to a competitor of the terminating party, defined as the transfer, whether by sale, merger or otherwise, of a controlling interest to any third party that engages in a line or lines of business substantially similar to the lines of business of the terminating party.

(c) Client has the right to terminate the Agreement without cause upon ninety (90) days prior written notice to the ELM Solutions. Upon any termination of this Agreement for convenience, all previously paid fees for the current year in which the termination takes place shall be nonrefundable and Client shall pay any Fees and expenses for Professional Services delivered up to and including the date of termination.

(d) Any termination of this Agreement shall not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties shall terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1 (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms) Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Section 11 (Client Configurations), and the governing law and venue provisions in Subsection 12(i). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party shall return or destroy all Confidential Information of the other party, as requested in writing by the other party. If destroyed, the destroying party shall supply the other party a certificate indicating the Confidential Information was disposed of, the date disposed of, and the method of disposition used. Notwithstanding the foregoing, a party shall not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof shall continue to restrict the receiving party's use or disclosure of such Confidential Information as well as the liability for the loss of Confidential Information or protected Data of City. Except in the event of a breach, neither party shall be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

(e) In the case of termination of this Agreement by either party or upon expiration, ELM Solutions agrees to provide Client with a copy of the Client Data in a commercially-standard format to be agreed upon by the Parties. ELM Solutions has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which ELM Solutions claims a proprietary or Intellectual Property Right.

(f) To the extent that ELM Solutions is requested to perform any services for Client in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement between the parties and paid for by Client, applying ELM Solutions' then-current rates for daily/hourly work, as the case may be.

10. **Third-Party Software**.

(a) The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements shall apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation made available to Client by ELM Solutions. Except as required for the authorized use of the Software as contemplated herein, Client shall not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization. In order to use certain Modules, Client will be required to have installed certain third party software on the computers of its Authorized Users as well as meet the other technical requirements, each as set out in the Specifications for the Module. These Modules and third party licenses have been provided for Client's review. Client shall be responsible for obtaining, at Client's own expense, of all necessary third party products, as referenced in the Specifications. Client shall be responsible for ensuring that Authorized Users have the required third party products necessary to access and use the Modules. ELM Solutions disclaims all responsibility for such third party products.

11. **Client Configurations**. Client shall be permitted to configure or otherwise modify the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). No toolkit may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by ELM Solutions or that would reasonably be deemed competitive to any software or service developed or marketed by ELM Solutions if the Client Configuration were to be released to the public market. ELM Solutions disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations.

12. **Professional Services.**

(a) From time to time, the parties may finalize and execute one or more mutually acceptable SOWs, detailing (i) the requirements for implementation of the Software or such other professional consulting services as the parties may mutually agree to be performed by ELM Solutions itself or through one or more of its affiliates or other agents (the "Professional Services"), (ii) any tangible work product or other deliverables to be provided to Client by ELM Solutions in conjunction with the Professional Services ("Work Product"), each of which will incorporate the terms and conditions set forth in the Agreement and (iii) the Fees for such Professional Services. Any such SOW, when executed by the parties, shall be deemed incorporated into the Agreement by specific reference hereto, and made a part hereof for all purposes. ELM Solutions shall provide the Professional Services on the terms contained herein and in the applicable SOW. In the event of a conflict or ambiguity between any terms of the Agreement and a SOW, the terms of the SOW shall prevail with respect to that SOW only and shall not materially alter the terms and conditions of this Agreement without a written amendment hereof.

(b) Notwithstanding any timeframe set forth in a SOW, ELM Solutions shall not commence performance of any Professional Services with respect to the Software until Client has accepted the preconfigured Software pursuant to Section 2 of these Terms and Conditions.

(c) As part of the implementation/configuration SOW developed during the refinement of the detailed requirements of the discovery and planning phase, ELM Solutions shall cooperate with the City in the development of acceptance criteria that shall be codified in the SOW. As applicable, after a sprint ELM Solutions shall demonstrate the functionality of the sprint to the City's project manager.

(d) If an acceptance test is successful, the City shall process the associated invoice for payment. In the event that no notice of acceptance or failure is given to ELM Solutions within 5 business days following the demonstration and sprint release, ELM shall consider that an implied acceptance by the City. The City will notify ELM Solutions if a deliverable or a portion of a deliverable fails to pass

an acceptance test and will specify in reasonable detail the identified failures and possible reasons for failure in a subsequent sprint. After City's notification, ELM Solutions shall correct the failure as may be agreed in writing by the Parties and notify the City when the correction has been completed.

(e) The City shall also have the right to revoke acceptance if the City accepted the deliverable without discovery of the error or the error was reasonably induced by ELM Solutions. As City's exclusive remedy under this Section, City may utilize their warranty as stated in Section 5 as long as it is identified within the defined warranty period. Fees for the work completed will not be refunded however the defect will be fixed under warranty free of charge.

(f) ELM Solutions shall be permitted to, at its sole cost and expense, subcontract the performance of some or all of the Professional Services provided that (i) ELM Solutions' subcontractor agrees in writing to abide by the terms of the Agreement and any applicable SOW, and (ii) ELM Solutions remains fully responsible for the performance of such subcontractor and such appointment will not in any way diminish the obligations of ELM Solutions in accordance with the terms hereof. In performing any Professional Services at Client's site, ELM Solutions' and its subcontractors' personnel (collectively, the "Consulting Personnel") shall adhere to all personal conduct and security policies of Client provided by Client in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe the working hours and holiday schedules of Client while working on Client's premises.

(g) Although ELM Solutions will perform much of the Professional Services at its offices with its equipment, in order to facilitate the performance of the Services, Client shall make available in a timely manner, at no charge to ELM Solutions, all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources necessary and reasonably required by ELM Solutions for the performance of the Professional Services ("Client Resources"). ELM Solutions and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Client Resources during the term of the Agreement for the sole purpose of performing the Professional Services. ELM Solutions shall not be liable for any damages related to delays caused by Client's failure to fulfill the foregoing obligations.

(h) **Changes**. Either party may propose changes to the Professional Services (each a "Change"), provided, however, that any such Change may be effected only if evidenced by a written "Change Order" signed by both parties and setting forth (i) a description of the Change, and (ii) the price and payment terms (if any) for the Change. Once so approved, the Change Order will constitute a formal amendment to the applicable SOW.

(i) **SOW Term.** Client may terminate an SOW at any time without cause upon 30 (thirty) days prior notice. Either Party may terminate an SOW for cause if the other party breaches any material term or condition of a SOW and such breach continues un-remedied for 30 (thirty) days after delivery of written notice of such breach. Any notice of termination purporting only to terminate one or more SOWs (but not purporting to terminate the Agreement or otherwise remaining silent as to the termination of the Agreement) shall effectively terminate only such identified SOW(s), in which event the Agreement and all other outstanding SOWs shall survive.

(j) **Consulting Personnel.** ELM Solutions agrees to keep accurate and complete records of tasks and hours of the Consulting Personnel in performing the Professional Services. ELM Solutions shall be solely responsible for, at its own cost, verifying the employment history, educational and professional credentials and licenses, and criminal history of each of the Consulting Personnel. In providing the Professional Services, ELM Solutions shall not knowingly utilize Consulting Personnel who have been convicted of fraud, theft, larceny, embezzlement or any other felony or other crime of moral turpitude. No Consulting Personnel shall be entitled to participate in any compensation or benefits plan of Client. ELM Solutions shall be solely responsible for the payment of wages and any employee benefits to or on behalf of the Consulting Personnel for work performed under the

Agreement and for withholding of any and all federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by federal, state, or local law.

13. **General**.

(a) **No Waiver**. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(b) **Independent Contractor**. Client acknowledges that ELM Solutions is at all times an independent contractor and that the Client's relationship with ELM Solutions is not one of principal and agent nor employer and employee. No ELM Solutions personnel shall be entitled to participate in any compensation or benefits plan of Client. ELM Solutions shall be permitted to, at its sole cost and expense, subcontract the performance of some or all of its obligations hereunder provided that ELM Solutions remains fully responsible for the performance of such subcontractor in accordance with the terms hereof. ELM Solutions lacks any authority to bind the Client on any contractual matters. Final approval of all contractual matters that purport to obligate the Client must be executed by the Client in accordance with the Client's Charter and the Denver Revised Municipal Code.

(c) **Force Majeure**. Neither party shall be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

(d) **Notice**. Any notice or communication required to be given by either party shall be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice shall be sent to the parties at the addresses as set forth below. Notice shall be deemed given on the date of receipt or first refusal by the recipient.

> Notices to ELM Solutions shall be provided to:
> Wolters Kluwer ELM Solutions, Inc.
> 3009 Post Oak Blvd., Suite 1100
> Houston, TX 77056
> Attn: General Manager
>
> With a Copy to (which shall not constitute notice):
> Wolters Kluwer
> 28 Liberty Street, 43rd Floor, New York, NY 10005
> Attn: General Counsel
> Tel: (212) 894-8438 Fax: (212) 894-8409
>
> Notices to Client shall be provided to:
> Chief Information Officer or Designee
> 201 West Colfax Avenue, Dept. 301
> Denver, Colorado 80202
>
> With a copy of any such notice to:
>
> Denver City Attorney's Office
> 1437 Bannock St., Room 353
> Denver, Colorado 80202

Notwithstanding the foregoing, Client should direct all non-technical, business-related communications to ELM Solutions' "Billing Contact" indicated on the Control Page (Page 1). Client should direct all technical or implementation communications to ELM Solutions' "Technical Contact" indicated on the Control Page. Client's representative who is vested with the authority to make project decisions on behalf of Client, and to whom ELM Solutions should direct all project related questions, is the "Client Sponsor" indicated on the Control Page. ELM Solutions should direct all communications regarding the amounts owed by Client pursuant to this Agreement to Client's "Billing Contact" indicated on the Control Page. All communications pursuant to this Section shall be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

(e) **Severability**. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

(f) **Counterparts**. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(g) **Publicity**. ELM Solutions shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of ELM Solutions' advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. ELM Solutions 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.

(h) **Assignment**. Neither party shall have the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent shall be void. Notwithstanding the foregoing, a party may assign this Agreement to an Affiliate (defined below) of such party provided that any such assignment shall not release the assigning party from its obligations under this Agreement. "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a Party.

(i) **Conflict of Interest**: No employee of the Client shall have any personal or beneficial interest in the services or property described in the Agreement. ELM Solutions shall not hire, or contract for services with, any employee or officer of the Client that would be in violation of the Client'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. ELM Solutions shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. ELM Solutions 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 ELM Solutions by placing ELM Solutions' own interests, or the interests of any party with whom ELM Solutions has a contractual arrangement, in conflict with those of the Client.

(j) **Disputes**: All disputes between the Client and ELM Solutions arising out of or regarding the 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 Client official rendering a final determination shall be the Chief Information Officer or designee. .

(k) **Governing Law; Venue.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. ELM Solutions shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF

(l) **No Discrimination in Employment**: In connection with the performance of work under this contract, ELM Solutions may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. ELM Solutions shall insert the foregoing provision in all subcontracts.

(m) **No Construction Against Drafting Party**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(n) **Order of Precedence**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

(o) **Client Execution of Agreement.** This Agreement is expressly subject to and shall not be or become effective or binding on the Client until it has been fully executed by all signatories of the City and County of Denver.

(p) **Electronic Signatures And Electronic Records**. ELM Solutions consents to the use of electronic signatures by the Client. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Client in the manner specified by the Client. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(q) **Compliance for In-Scope Services**. ELM Solutions agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation which pertain to its business as applicable based on the classification of the data it has in its possession in performance of its obligations under the Agreement. Such obligations may arise from: (1) Health Information Portability and Accountability Act (HIPAA), (2) IRS Publication 1075 (3) FBI Criminal Justice Information Service Security Addendum or (4) CMS Minimum Acceptable Risk Standards for Exchanges. ELM Solutions further agrees to maintain compliance with the same when appropriate for the Client Data and Services provided under the Agreement. ELM Solutions further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Client Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and

security standards and guidelines referenced by this section may be revised or changed from time to time or Client Data may be utilized within the services that change the compliance requirements. In the event that compliance requirements change, ELM Solutions and Client shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section.

(r) **On-Line Agreement Disclaimer**. Notwithstanding anything to the contrary herein, the Client shall not be subject to any provision included in any terms, conditions, or agreements appearing on ELM Solutions' 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.

(s) **Prohibited Terms**. Any term included in this Agreement that requires the Client to indemnify or hold ELM Solutions harmless; requires the Client to agree to binding arbitration; limits ELM Solutions' liability for damages resulting from its gross negligence and that results in death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

(t) **Subcontracting.** ELM Solutions shall be permitted to, at its sole cost and expense, subcontract the performance of some or all of the services provided that ELM Solutions remains fully responsible for the performance of such subcontractor in accordance with the terms hereof. The list of ELM Solutions current subcontractors can be found at: https://info.wkelmsolutions.com/subprocessors.html.

 (u) **Counterparts; Modifications**. This Agreement and all proceedings hereunder shall be conducted in the English language; any translation of this Agreement into another language shall be for convenience only but shall not modify the meaning hereof. Only a written instrument duly executed by each party may modify this Agreement.

(v) **Entire Agreement**. This Agreement, together with all Exhibits and amendments hereto, contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein shall diminish or affect any separate Services Agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. Except as contained in this Agreement in the Functional Matrix in Exhibit H, the parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and ELM Solutions' responses to such RFPs; questionnaires and responses to same) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement.

14. HIPAA REPRESENTATION:

"Production Go-Live" shall mean the date upon which the Client's Network is capable of operation in a live environment, as opposed to a testing/staging environment.

i. ELM Solutions represents and warrants that prior to Production Go Live of City and County of Denver Data that it has completed a HIPAA Security Rule Assessment.
ii. ELM Solutions represents and warrants that prior to Production Go Live of City and County of Denver Data it has provided HIPAA training to their workforce.
iii. ELM Solutions represents and warrants that prior to Production Go Live of City and County of Denver Data has a written HIPAA policy/procedures.

15. Insurance.
   i. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or Standard & Poor's A- or better. Except in case of routine renewals, Contractor shall endeavor to notify the City in the event any of the required policies is 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 endeavored to 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.   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.

   ii. Proof of Insurance: Supplier shall, upon written request, provide Customer with commercially acceptable proof of insurance evidencing that the above-noted insurance requirements have been satisfied.

   iii. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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 by blanket endorsement.

   iv. Waiver of Subrogation: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required),, Contractor's insurer shall waive subrogation rights against the City.

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

   vi. Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, and privacy liability coverage with limits of $1,000,000 per claim made and $1,000,000 policy aggregate.

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

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

ix.   Additional Provisions:

(a)   For Commercial General Liability, the policy must provide the following:

(i)   That this Agreement is an Insured Contract under the policy;
(ii)   Defense costs are outside the limits of liability;
(iii)   A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
(iv)   Coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b)   For claims-made coverage:
(i)   The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

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

Exhibit A
PRODUCT DESCRIPTIONS

Software	*Description*
SOFTWARE	
Passport Software Server License	Passport is a stacked license requiring both a server license (each a "Server License") and an Authorized User License, defined as a per seat license to an individual who has been set up with privileges to access Passport "Authorized User License". The Server License is broken out into three categories based on Authorized User load. Each Server License allows for three instances – one production instance, and two non-production instances – for staging and development.
Software Authorized User Licenses	A Passport Authorized User License entitles a single, Authorized User to utilize the Passport Software and offers access to the core services of the Software such as calendaring, documents, people, and organizations. Passport Software Authorized User Licenses are sold in progressive tiers based on the number required. Passport Software Authorized User Licenses do not include use of any Passport applications, modules, toolkits or connectors.
SOFTWARE SERVER OPTIONS	
Passport Mobile Access Option	The Passport Mobile Access Option allows Client to run Passport applications on mobile devices.
APPLICATIONS	
Passport Matter Management Application	The Passport Matter Management Application ("Matter Management") enables Clients to manage, organize, track, and share matter related information. Each Matter Management Authorized User License entitles a single Authorized User to utilize Matter Management. Matter Management Authorized User Licenses do not include use of other Passport applications, modules, toolkits or connectors._ Matter Management Authorized User License entitles a single, Authorized User to utilize the Passport Matter Management Application.
Passport Spend Management Application	The Passport Spend Management Application ("Spend Management") is an e-billing and legal spend management application that provides tools and information to gain visibility into legal spend, streamline the invoice approval process, and manage outside counsel relationships and legal department resources. Each Spend Management Authorized User License entitles a single Authorized User to utilize Spend Management. Spend Management

	Authorized User Licenses do not include use of other Passport applications, modules, toolkits or connectors.
	Spend Management Authorized User License entitles a single, Authorized User to utilize the Passport Spend Management Application.
Passport – Legal Service Request Application	The Passport Legal Service Request Application enables Clients to receive, manage, and monitor internal requests for legal services.

INCLUDED MODULES

Passport – Collaboration Module	The Passport Collaboration Module ("Collaboration Module") provides secure collaboration with LSPs on matter status updates and narratives, budgets, timekeeper rates, and accruals.
	Required Applications: Spend Management and/or Matter Management
Passport – Office Companion Module	The Passport Office Companion module enables Clients to perform matter management activities directly within the Microsoft® Office Suite, including Outlook®, Word, Excel, and PowerPoint®.
	Required Application: Matter Management

INCLUDED CONNECTORS

Passport – Service of Process Connector	The Passport Service of Process connector provides integration between Passport and your registered agent service. The connector enables customers to streamline, centralize, and standardize the intake of SOP documents for timely review and easy management.
	Required Application: Matter Management

INCLUDED TOOLKITS

Passport – Administration Toolkit	The Passport – Administration Toolkit (the "Administration Toolkit") is a set of administrative tools that provides basic administration of an application built on Passport. It enables administrators to manage users, security, and system settings as well as modify existing Passport capabilities such as lookup lists, system parameters, workflows, business rules, and notifications.
Passport – Designer Toolkit	The Passport – Designer Toolkit (the "Designer Toolkit") is a set of tools that enable Client to create new Passport fields, pages, workflows, business rules, and notifications.
	Required Components: Hosted Clients must be on Platinum level hosting.

INCLUDED TRAINING SUBSCRIPTIONS – POST-DEPLOYMENT

Passport -- Matter and Spend Management Standard Post-Deployment Subscription	The Matter and Spend Post-Deployment Training Subscription provides clients with access to the standard training services offered by the ELM Solutions Learning Institute. The services include subject matter expert training, user application training, user and technical – dial for training, eLearning library access, materials and eLearning maintenance, and learning assessment. Requirement: Professional Services to be provided shall be captured under a statement of work, subject to an existing Services Agreement.
Passport -- Matter and Spend Management Custom Post-Deployment Subscription	The Matter and Spend Post-Deployment Training Subscription provides clients with access to the training services offered by the ELM Solutions Learning Institute that have been tailored to the client's implementation, configurations, and customizations. The services include subject matter expert training, user application training, user and technical – dial for training, eLearning library access, materials and eLearning maintenance, and learning assessment. Requirement: Professional Services to be provided shall be captured under a statement of work, subject to an existing Services Agreement.

INCLUDED REPORTING

Passport Data Mart	Reporting capabilities, leveraging IBM Cognos technology, for reporting and analytics. Enables the selection of Passport Report Packs. Passport Data Mart reporting includes the following Cognos Licenses: • One Report Administrator license • Two Report Author licenses • Report Consumer licenses, matching the number of Passport users Passport Data Mart has three tiers, Standard, Gold, and Platinum. If applicable, the Passport Data Mart tier must match the selection purchased by Client under Exhibit D.

LegalVIEW Dashboards

LegalVIEW Dashboards Essentials Package	LegalVIEW® Dashboards is a stand-alone solution that provide business intelligence, key metrics and performance related to legal spend and legal operations management; and includes pre-built and customizable dashboards, including a LegalVIEW benchmarks dashboard, currency conversion, filter capability, export functionality and a data refresh. Dashboards packages include simple – 10 pre-selected internal key performance indicators, expanded – 20 selected internal or benchmark key performance indicators, advanced – all internal and benchmark key performance indicators, or a custom combination of internal and benchmark key performance indicators.

Exhibit B
MAINTENANCE AND SUPPORT

Service: Maintenance and Support

Special Terms: The following terms shall apply for all purposes to Client's license to and use of the Software under this Agreement. These terms supplement, but do not replace or modify, the General Terms and Conditions. Nothing contained in this Maintenance and Support Exhibit constitutes a grant of a license to any Software, as defined and used in the Agreement.

1. **Maintenance and Support offering**. ELM Solutions offers maintenance and support services ("Maintenance and Support") for the latest generally available version of the Software and all available versions released within the prior two years, according to the following package and subject to the selected Maintenance and Support service package purchased by Client as indicated in Exhibit D, the Pricing Exhibit.

Package	*Coverage Window**	*Response Time***	*Included Benefits*
Gold	Mon. – Fri., 8:00 AM to 6:00 PM (Central Time) *plus* Mon. – Fri., 8:00 AM to 6:00 PM (GMT)	4 hours	Named Support Representative Support in English via email and telephone

* Excludes ELM Solutions holidays.

** "Response Time" indicates the target timeframe by which ELM Solutions will respond to reported Errors. Error response includes taking and logging the Error report and communicating to Client any initial findings or assessment based on such Error report.

2. **Error Reporting and Diagnosis**.

   a. For every 100 (one hundred) Users, Client shall designate in writing to the ELM Solutions Technical Contact one (1) Client Technical Contact exclusively through whom Client shall report all Errors to ELM Solutions. ELM Solutions shall have no obligation to respond to Error reports other than from a Client Technical Contact submitted during Client's coverage window. Client shall notify ELM Solutions promptly following the discovery of an Error. Further, upon discovery of an Error, Client shall, if requested by ELM Solutions, submit to ELM Solutions a listing of output and any other data and otherwise cooperate with ELM Solutions as ELM Solutions may reasonably require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. For purposes of this Agreement, an "Error" means any

instance where the Software does not substantially conform to its respective Specifications.

b. When an Error is reported by Client's Technical Contact, ELM Solutions will provide commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error shall be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to section (c) below. ELM Solutions shall apply commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described, below.

c. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following root causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) Client's failure to incorporate any New Release previously provided to it by ELM Solutions which corrects such Error; (vi) modification of the Software performed by Client; and (vii) technical consulting services provided by ELM Solutions at Client's request (e.g., Changes, integration development, or configuration design and implementation), unless Client notifies ELM Solutions of such problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the requirements documents provided by ELM Solutions from time to time, and Client shall be solely responsible for its adherence thereto.

3. **Complimentary and Chargeable Support**. ELM Solutions provides Diagnosis and Maintenance and Support for all Warranty Errors at no additional charge (*i.e.*, the cost of the Maintenance and Support is included in Client's annual license Fee for the Software); however, ELM Solutions may charge Client for such effort with respect to Non-Warranty Errors according to the following process. (i) When Client's Technical Contact reports any Error, prior to commencing the Diagnosis for the Error, ELM Solutions shall notify such Client's Technical Contact that the Diagnosis and repair effort shall be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis shall be at no charge. (ii) ELM Solutions shall commence the Diagnosis. If the Error is determined to be a Non-Warranty Error, then the first two hours of Diagnosis shall be without charge. If additional hours are required for the Diagnosis, then such additional Diagnosis hours will be charged to Client at ELM Solutions' then-current Technical Services rate. (iii) Client's Technical Contact will then be given the option of having ELM Solutions proceed with repairing the Non-Warranty Error, and if requested, ELM Solutions shall provide an estimate of the total cost for such effort. (iv) If directed by Client, ELM Solutions shall undertake to repair the Non-Warranty Error.

4. **Ticket Management and Escalation**. ELM Solutions manages all reported issues using a best-in-class case management system, and accepts issues reported by phone, email, or via an Internet portal. Clients may review the status of issues reported online, or on request by phone or email. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact the following ELM Solutions representatives directly:

1st Escalation Level
Corporate Support Manager

2nd Escalation Level
SVP, Customer Operations

5. **Fees**. The annual cost for Client's Maintenance and Support service package is indicated in Exhibit D, the Pricing Exhibit.

Exhibit C
HOSTING SERVICES

The following terms shall apply for all purposes to Client's license to and use of the Software under the license agreement. These terms supplement, but do not replace or modify, the General Terms and Conditions contained in the license agreement. Nothing in this Exhibit C constitutes a grant of a license to any Software, as defined and used in the license agreement.

1. Flexible Solutions

ELM Solutions offers the following hosting option: Gold. The table below sets forth the features of each hosting option. All options provide industry-best security and monitoring at a SOC 1 Type 2 and SOC 2 Type 2 -audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet each client's data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, ELM Solutions offers hosting options in datacenters located in the United States, Canada, Europe, and Asia-Pacific.

Feature	Gold
24x7 infrastructure monitoring	✓
Dedicated staging environment	✓
Dedicated production environment	✓
Dedicated sandbox environment*	
Dedicated storage**	Up to 50GB
Bandwidth	2Mbps
99.9% guaranteed infrastructure uptime***	✓
Dedicated public IP address and custom URL	✓
Daily data backups	✓
Archive data backup retention	6 months
Secondary Disaster recovery (DR) site	✓
DR Recovery Time Objective (RTO)	1 week
DR Recovery Point Objective (RPO)	24 hours
Compatible with designer toolkit	✓

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Compatible with data warehouse	✓

2.   Software Update (subject to the Maintenance and Support offering under Exhibit B)

ELM Solutions reserves the right to perform updates to all hosted environments if they are out of compliance with the Maintenance and Support offering as specified in Exhibit B. ELM Solutions will provide written notification to the Client sixty (60) days in advance of commencing the Update.

3.   Security Controls

(i) <u>Generally</u>. Subject to the terms of the license agreement, ELM Solutions will use industry best security practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident on the servers maintained by the Hosting Provider ("Host Servers").

  a. <u>Firewalls.</u> Dual Firewalls setup in a highly redundant and available automatic failover configuration. This is a fully managed solution setup, configured, maintained and monitored 24/7/365 by the Hosting Provider.

  b. <u>Network Systems Audit Logging</u>. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. ELM Solutions shall make available all pertinent log files and configuration files on or about Client's dedicated server upon request for audit and problem resolution, as may be required.

  c. <u>Encryption</u>. ELM Solutions hosting services include encryption for data-in-transit using a secure "trusted server" resource using X.509 authentication, secure sockets layer (SSL) communications and public key infrastructure (PKI) encryption.

  d. <u>Network Monitoring</u>. All network systems and servers are monitored 24/7/365 by both the Hosting Provider and ELM Solutions' Network Operations Control Center (NOCC) using multiple enterprise class monitoring tools. ELM Solutions shall monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or Program Information theft or mishandling). ELM Solutions shall notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

  e. <u>Physical Security</u>. The Software resides physically in the Hosting Provider's Communications Internet Data Center (IDC). The physical infrastructure used to support Client's Services and Software, including the servers, storage, switches, and firewalls, are provided by the Hosting Provider and dedicated to

ELM Solutions. All IDC facility areas are monitored by video surveillance on a 24 by 7 basis. The human entry point of the IDC is monitored by IDC personnel. Additional verification is accomplished using biometric hand scanners inside of mantrap access portals. Access may be granted or denied according to the comparison of a biometric scan on file. The security staff monitors all visitors during their work in the IDC. The IDC staff also monitors motion-detection equipment to verify security in all areas. IDC security personnel can halt access capabilities of all systems as needed to protect the facility. The IDC shall be physically located in the United States.

f. <u>Client IDC Audits</u>. Client may perform physical inspections or audits of the Hosting Provider with advance notice. Physical inspections may be limited to close visual inspection of the data center facility without physical contact to the servers/systems.

g. <u>Information Security Auditing and Compliance</u>. Both ELM Solutions and its hosting provider undergo SOC 1 Type 2 and SOC 2 Type 2 audits each year by independent third-party audit firms based on the AICPA SSAE16 and ISAE3402 audit standards (and the applicable successor standards, if any). ELM Solutions also holds the internationally-recognized ISO 27001 certification for its information security management system supporting the hosting solutions (as such standard may be succeeded from time to time). ELM Solutions has also attained Federal Information Security Management Act (FISMA) certification and accreditation based on the NIST 800-53 Security Controls (approved for use by the FDIC).

h. Additional Security items.

Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.

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

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

Comply with Colorado and federal rules and regulations, as they apply to the services provided, related to overall security, privacy, confidentiality, integrity, availability, and auditing.

Reasonably comply with all rules, policies, procedures, and standards issued in writing by the City's Technology Services Security Section.

As mutually agreed upon, City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within a mutually agreed upon schedule.

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

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

5. Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.

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

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

Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access to agreed upon locations for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.

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

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

Contractor will provide City the opportunity to review reports or other documentation resulting from the above audits, certifications, scans and tests within an agreed upon timeframe via webinar of Contractor's receipt of such results.

Contractor shall protect data integrity by providing integrity checks and format validations with the application itself. City can either review within the application or Contactor will provide City a list of errors, if requested.

i. Data Incident.

(1) Unless ELM Solutions can establish that none of ELM Solutions or any of its agents, employees, assigns or subcontractors are the cause or source of the Data Incident, ELM Solutions shall be responsible for the cost of notifying each

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person who may have been impacted by the Data Incident. ELM Solutions has or shall maintain documented policies and procedures for a Data Incident and breach reporting, notification, and mitigation. If ELM Solutions becomes aware of any Data Incident, it shall notify the Client promptly and cooperate with the Client regarding recovery, remediation, and the necessity to involve law enforcement. If there is a Data Incident impacting a resident of Colorado, ELM Solutions shall cooperate with the Client to satisfy notification requirements, at no expense to the City, as currently defined in either federal, state, or local law. After a Data Incident, ELM Solutions shall take steps to reduce the risk of incurring a similar type of Data Incident in the future, which may include, but is not limited to, developing and implementing a remediation plan that is reviewed by the Client at no additional cost to the Client.

(2) ELM Solutions shall report, either orally or in writing, to Client any data incident involving Client Data, or circumstances that have resulted in unauthorized access to or disclosure or use of Client Data, not authorized by this Agreement or in writing by Client, including any reasonable belief that an unauthorized individual has accessed Client Data. ELM Solutions shall make the report to Client promptly upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after ELM Solutions has identified there has been unauthorized use or disclosure. Oral reports by ELM Solutions regarding Data Incidents will be reduced to writing and supplied to Client as soon as reasonably practicable.

(3) Promptly upon becoming aware of any such Data Incident, ELM Solutions shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to Client and continue to keep Client informed regularly of the progress of its investigation until the issue has been effectively resolved.

(4) ELM Solutions' report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (ii) what ELM Solutions has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (iv) what corrective action ELM Solutions has taken or shall take to prevent future similar unauthorized use or disclosure.

(5) ELM Solutions shall complete implementation of corrective actions to remedy the Data Incident, restore Client access if it's been impaired due to the Data Incident, and prevent further similar unauthorized use or disclosure as soon as reasonably possible.

(6) ELM Solutions, at its expense, shall cooperate, using commercially reasonable efforts, with Client's investigation of and response to any such Data Incident.

(7) Except as otherwise required by law, ELM Solutions will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from Client.

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(8) For purposes of this Section, a "Data Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the Client. Data Incidents include, without limitation, the following acts occasioned by ELM Solutions performance of its obligations under this Agreement: (i) successful attempts to gain unauthorized access to a Client system or Client information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a Client system for the processing or storage of data; or (iv) changes to Client system hardware, firmware, or software characteristics without the Client's knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized Client Data under the control of ELM Solutions and that compromises the security, confidentiality, or integrity of the Client Data, or the ability of Client to access the Client Data.

j. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA. Except as otherwise expressly prohibited by law, ELM Solutions will:

(1) If required by a court of competent jurisdiction or an administrative body to disclose Client Data, ELM Solutions will notify Client in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

(2) Consult with Client regarding its response;

(3) Cooperate with Client's reasonable requests in connection with efforts by Client to intervene and quash or modify the legal order, demand or request; and

(4) Upon Client's request, provide Client with a copy of its response.

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

* Dedicated sandbox environment is available as an optional add-on.

** Dedicated storage includes all disk space required to maintain Client's database and all pertinent files containing Client data such as database backups, transaction logs, application logs, security logs and any files stored on the SFTP server for each production and non-production environment. Does not include storage required for data warehouse. Additional storage can be procured at an additional charge.

*** The 99.9% guaranteed infrastructure uptime is subject to the following **Service Level Agreement (SLA):**

k. Hours of operation/exclusive remedy for Hosted Application unavailability. ELM Solutions will take reasonable steps to make the Software that is provided pursuant to the subscription agreement accessible to Client on a 24-

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hour per day basis, exclusive of Scheduled Downtime (as defined in Paragraph (ii) below) and Third Party Unavailability (Third Party Unavailability shall mean any loss of the availability of the Software outside of the control of ELM Solutions, including but not limited to any loss of Hosted Application unavailability to an end-user (Authorized User or LSP) due to the performance of that user's internet browser, internet connection, any other internet-related performance issue, or any technical issue originating at Client or at a Client vendor other than ELM Solutions and not caused in any way by ELM Solutions). ELM Solutions offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time (i.e., 99.9% of all time in a month that is not Scheduled Downtime or Third Party Unavailability) to Client. In the event that ELM Solutions fails to provide Client with 99.9% infrastructure uptime for three (3) consecutive months or four (4) consecutive hours Monday through Friday from the hours of 8:00 am through 5:00 pm MST ("SLA Failure"), Client shall be entitled to receive a credit equal to $625 for the month(s) in which SLA Failure occurred upon verification of the details provided by Client of failure contained in the written notice from Client. If ELM Solutions fails to provide Client with 99.9% infrastructure uptime for any four (4) months (whether or not consecutive) within any twelve (12) month period (a "SLA Default"), Client may terminate the hosting services component of this Agreement, and receive an on-premise version of the Software, and updates, at no additional cost, (exclusive of costs for Services for installation, maintenance and configuration of the Software within the self-hosted environment), so that Client may self-host, for the remainder of the Term. Alternatively, Client may choose to continue to remain on the hosted system. If so, the annual subscription Fee for the immediately following year shall be reduced by $625 for each SLA Failure in the prior year. ELM Solutions shall supply the City with a monthly uptime report upon request if the City reasonably believes that ELM Solutions has not met its 99.9% infrastructure uptime. The remedies set forth in this paragraph (i) shall be the exclusive remedies of the Client for ELM Solution's failure to provide Client with 99.9% infrastructure uptime.

(ii) Scheduled Downtime. Scheduled Downtime shall mean: (a) the period of time which ELM Solutions or the Hosting Provider, conduct periodic scheduled system maintenance during two windows of time: Monday and Wednesday nights from 8:00 PM to 12:00 AM CT; and (b) other scheduled maintenance for which ELM Solutions provides advance notice, which will be at least 24 hours' notice. The Hosting Provider may change the Scheduled Downtime during the term of this agreement, provided that ELM Solutions provides Client with written notice of any such change and that such change does not cause the Scheduled Downtime to occur between 8:00am to 5:00pm CT Monday through Friday.

7. ***Data-at-Rest Encryption***

The following terms shall apply for all purposes to Client's license to and use of the Software under the license agreement. These terms supplement, but do not replace or modify, the General Terms and Conditions contained in the license agreement. Nothing

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in this hosting section constitutes a grant of a license to any Software, as defined and used in the license agreement.

ELM Solutions' Data-at-Rest Encryption service (the "Encryption Service") provides encryption of all at-rest data, including all production data on disk, and includes encryption of disaster recovery data. The Encryption Service is comprised of software and hardware provided by a third-party encryption service provider, and the Encryption Service provided under this Agreement is granted by ELM Solutions pursuant to the terms of a separate agreement by and between such provider and ELM Solutions.

ELM Solutions makes no warranties or representations that the software and hardware utilized for the Encryption Service will be free of error, or that any or all errors related to the Encryption Service will be corrected. ELM Solutions will make commercially reasonable efforts to repair or resolve Errors related to the Encryption Service in accordance with Client's Maintenance and Support package identified in the license agreement; provided, however, that ELM Solutions can provide no assurances as to the time frame during which any such Errors will be corrected, if at all.

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Exhibit D
PRICING EXHIBIT

Description
Passport Enterprise – Platform Standard Access (160 Users)
Standard Maintenance and Support Package
Applications and Components
Passport Enterprise – Matter Management Application
Passport Enterprise – Spend Management Application
Passport Enterprise – Legal Service Request Application
Modules
Passport – Collaboration Module
Passport Enterprise – Mobile Access
Passport Enterprise –Outlook Integration (Office Companion) (160 Users)
Connectors
Passport – Service of Process Connector
Reporting
Passport Enterprise – Eleven (11) Standard Matter Management and Spend Management Reports
Passport Enterprise – 4 Report packs
Passport Enterprise – DataMart Standard Server
Passport Enterprise – LegalVIEW Essentials Dashboards (10 Users)
Toolkits
Passport Enterprise - Administration Toolkit
Passport Enterprise – Designer Toolkit
Hosting Services
Gold Hosting Service – W/ additional environment for Designer Toolkit (Hosted by ELM Solutions, Private Cloud)
Data-at-Rest Encryption
Maintenance and Support Services
Gold Maintenance and Support Services
TOTAL ANNUALLY RECURRING FEES: **$370,000***

Fees

- Upon the delivery of the Client's FTP site, which occurs upon the Effective Date , and in advance of each annual anniversary of the Effective Date thereafter, ELM Solutions shall invoice Client for the full amount of the Fees identified above as "Total Annually Recurring Fees."

- All Fees shown above are for a single production implementation of the Software in accordance with an applicable statement of work, subject to this Agreement. If Client requires additional production implementations, then additional Fees will apply.

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- During the Initial Term, Client shall have the option to purchase additional Passport Application User licenses for an annual fee of $1,000 per user license.
  - ***The parties acknowledge that in the event Client elects to self-host pursuant to Exhibit C – Service Level Agreement then the Total Annually Recurring Fees shall be reduced to $295,000.**
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Exhibit E
SOW

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City and County of Denver

Passport® Legal Matter and Spend Management

Professional Services & Training

Statement of Work

May 31, 2019

This Statement of Work (the "SOW") is entered into pursuant to that certain Master License and Services Contract between City and County of Denver ("Client" or "City of Denver") and Wolters Kluwer ELM Solutions, Inc. ("ELM Solutions"), dated effective as of _____, 2019 (the "Agreement"). ELM Solutions and Client may each be referred to as "Party" from time to time or collectively as the "Parties." All capitalized terms in the SOW shall have the same meaning as defined in the Agreement, unless otherwise specifically defined in this SOW.

Revision History

Release date	Description
11/17/18	Initial PSG Implementation and Training Response to Proposal
02/15/19	Updated with modified Training scope after additional requirements
02/22/2019	Updated with the additional 3 data sources for Human Services data migration
03/21/2019	Updates to integration scope, methodology timeline and project kickoff date
05/31/2019	Update to include the estimated fee schedule, updates to integrations

Contact Information

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Houston, Texas 77056
Phone: (713) 572-3282
www.wkelmsolutions.com

Table of Contents

Wolters Kluwer
ELM Solutions

Purpose of this Statement of Work

The purpose of this document is to describe the implementation and services to be performed by ELM Solutions' Professional Services Group ("Services Team") and Training Services ("Learning Institute") to implement the following ELM Solutions products (collectively "Software") for Client:

- Passport Matter & Legal Spend Management applications
    - Related Passport Modules
        - Collaboration Management Module
        - Office Companion Module
        - Legal Service Request Module
        - Mobility Module
- Integrations
    - Single Sign-on
    - Document Management Integration
    - Accounts Payable Integration (Bi-Directional)
    - Thomson Reuters – Case Notebook/Drafting Assistant
- Passport Data Warehouse & Reporting
- Data Migration (four (4) sources)
- Training Services

This document is not meant to capture all detailed requirements but document the high-level requirements and implementation approach. The detailed requirements and design will be documented in the Business and Functional Requirements Document ("BFRD"), Technical Design Document ("TDD") and supporting design/implementation specifications, which are created during the Requirements Gathering phase of the project and are the ultimate documents for the detailed requirements.

Understanding of Current State and Project Goals

The Client is currently evaluating vendors to provide an enterprise legal solution that will have configurable matter management, document management, e-billing and reporting capabilities and accompanying professional services required for installation, configuration, and integrations to existing Client systems.

Scope of Services

This section describes the services to be provided by the Services Team and represent the high-level functional requirements mutually agreed by the parties.

Overview

The Services Team will provide the implementation, development, data migration and integration services of the following:

- Passport Matter Management
- Passport Legal Spend Management
- Collaboration Management Module - for Budgets & Timekeepers
- Office Companion Module
- Legal Service Request Module
- Passport Mobile
- Integrations
  - Accounts Payable System – Bi-directional
  - Thomson Reuters – Case Notebook/Drafting Assistant
  - Document Management System
  - Single Sign-on
- Data Migration
  - Practice Manager (SQL Server)
  - ELCU (Oracle)
  - LCTS (Oracle)
  - CW Legal (Oracle)
- Passport Data Mart with Matter and Spend Management Report Pack

The Learning Institute Services team will provide the following:
- Kickoff and User Acceptance Testing, Training
- Subject Matter and End User Training
- System Administrator and Report Designer Training
- Post Deployment Training Services

Solution Delivery

Passport Matter Management

The services related to the Matter Management functionality will include implementation of the following:
- Out of the box functionality with required configurations to capture data where required to manage the matter life cycle

- Standard lookup lists augmented with additional values to support Client requirements
- Standard validations and commands, e.g., auto matter number generation
- Standard out-of-the-box Document Management capabilities

Standard out-of-the-box Rules, Roles and Permissions will be implemented. The Services Team will perform standard configurations based on available options selected by Client. This may involve hiding fields on pages and templates, configuring workflow, modifying notifications and selecting data types.

Legal Spend Management

The services related to the Legal Spend Management functionality will include implementation of the following:
- Out of the box functionality with required configurations to capture data where required to manage the invoice processing workflows
- Standard lookup lists augmented with additional values to support Client requirements
- Standard security, allocations, budgets, accruals, invoice approval and manual invoice entry functionality
- Best practice invoice audit and validation rules to enforce data integrity and enforce outside counsel guidelines
- Standard collaborations configurations
- Multi-currency functionality
- Value Added Tax Support
- Invoice Audit Rules

Collaboration Portal

  o   Mandatory Validations
  o   Date Validations
  o   Timekeeper Validations
  o   Line Item Validations
  o   VAT Validations

- Install and configure Internal Timekeeper Module

Standard out-of-the-box Rules, Roles and Permissions will be implemented. The Services Team will perform standard configurations based on available options selected by Client. This may involve hiding fields on pages and templates, configuring workflow, modifying notifications and selecting data types.

Module Configuration

Office Companion Module

The Office Companion Module delivers seamless integration between Passport® and Microsoft® Outlook. Office Companion allows users to utilize Outlook while providing a window into their Passport Matters and allowing them to drag and drop emails along with attachments directly into the relevant Passport matter folder.

Legal Service Request Application

The Legal Serivce Request Application will be configured for users to request legal services from the corporate law department. This application will assist in managing the requests and responses to and from the requestor.

Passport Mobile Access

The Passport Mobile Access will be configured to allow for responsive UI to display the Passport applications for use on mobile devices.

Integrations

Accounts Payable System Integration – Bi-directional

The Passport® implementation will require interface (integration) with the Client's Accounts Payable System. This will be a bi-directional interface and will include:

- Sending summary data of all Approved Invoices ready for payment to the AP system
- Receive information from the AP System for all invoices and their associated payment details, e.g., Paid Date, Check Number, Paid Amount, etc.

Thomson Reuters – Case Notebook/Drafting Assistant

Passport will be configured to provide a link on the matter summary page back to Thomson Reuters Case Notebook/Drafting Assistance in order for easy access from Passport to the matter briefs and other legal documentation contain in the Thomson Reuters system.

Document Management Integration

The solution will include the installation and configuration of the Alfresco Connector or a Sharepoint integration Client is still determining which DMS to choose.

The Services Team will utilize CMIS to integrate Passport with the DMS content platform. The integration will allow users to store documents in the DMS content platform and access them seamlessly from Passport. The integration will allow Passport to manage access and security to documents. Assumes integration to a single DMS instance and users will only access the DMS through Passport.

HotDocs Integration

Passport will be configured to provide a link on the matter summary page back to HotDocs document repository in order for easy access from Passport to the legal documents contained in the HotDocs system.

Single Sign-on

Passport will integrate with the Client's Single Sign-on identity provider to obtain the appropriate credentials and authentication to pass through to the Passport login process for access to the Passport system.

Data Mart & Reporting

The Service Team will implement the Passport Data Mart. The Legal Spend Management Report Pack along with the Standard Basic Report Packs will be installed. These pre-configured reports can be filtered based on criteria that will refine the desired results. In addition, the reports can be emailed, exported (Excel, CSV, PDF), saved, and scheduled.

Core Training Services

The Passport® implementation will require the following essential one-time training services:

Pre-Design Kickoff Training: One (1) day onsite to assist with project kickoff and provide a Passport overview as well as other key features to consider prior to requirements and design discussions commence.

Subject Matter Expert Training: A WebEx will be provided for Client project ("SMEs") on the Passport Collaboration Module, Office Companion and Legal Service Request, to be used to provide knowledge transfer prior to testing and/or install during the implementation.

End User Training

- **Client Site -** Four (4) days of onsite User training provided at mutually agreed locations (in Denver, CO) where up to 150 Users will be trained on the designed Application and applicable features of the User Modules. A training plan will be drafted with Client to establish the audience to be trained, the business process statements and instructional messaging to use during training, the topics to be included, a schedule, session duration, and overall training approach. This training is provided as instruction, demonstration and hands on against Client designed environment and per an agreed content plan.
    - o This training will be planned to address content specific to The City Attorney's Office who provide Civil Litigation, Real Estate, Legal Services, and the Department of Human Resources, as well as content specific for heavier Users of the system (i.e. Legal Secretaries), designed to empower all levels to use the system more broadly.
    - o Instruction will center around 2 – 3 key Matter Create and Manage scenarios for The City Attorney's as well as for The Department of Human Services where delta examples will be provided to demonstrate screen design for other key Matter types.
    - o Documented, and captured, key business process will be infused into the training as applicable to how the system can be used to support Client's process.

- **Post Deployment Virtual Refresher:** Up to three (3) Application and three (3) Module training sessions will be provided via WebEx post deployment of the system to enable refresher training service, reinforcement and clarification of intended system use, as well as promote the adoption of the system.

Technical Training

- **Admin Toolkit Training:** One (1) attendee seat at a 2-day standard System Administration training class at ELM Solutions for the Client System Administrators to be utilized during the deployment phase.
- **Report Designer Toolkit:** Two (2) attendee seats at a 2-day standard Report Designer training class at ELM Solutions for the Client Report Designers to be utilized during the deployment phase of the project.

Time and Materials:

Approximately 192 hours of time and materials to provide the following:

- Training project management and status updates, content planning for User training
- Instructional, system and delivery preparation for end user training
- Modifications to the end user reference booklet to represent client design.

The Services Team Implementation Methodology

ELM Solutions' Professional Services group utilizes an Agile methodology for software implementation. This methodology supports an iterative development process leveraging pre-defined industry best practice sprints that incorporate Client's business process needs taking advantage of the flexibility of the Passport solution. A primary goal of the methodology is to deliver best practice functionality through a series of sprints, and to supplement these sprints with client-defined user stories to meet specific business process needs either prior to or after go-live. This provides for the delivery of a highly functional system aligned to best practices with minimal custom implementation activities.

This iterative process ensures that the project stays on the correct path to effectively meet Client's business needs. With the focus of each iteration providing a usable theme, the Services team uses a pre-defined set of best practices based user stories bundled into time-bound sprints. Each sprint and/or set of sprints is designed to deliver sufficient functionality to enable users to complete defined tasks and effectively test the sprint deliverables.

This methodology requires close collaboration between Client and the Services Team. There are feedback loops incorporated into each sprint so that Client has a full understanding of how the Passport solution is being configured and obtain feedback on how to best implement the Passport solution to meet Client business process needed. Throughout the process, the client is strongly encouraged to participate as product owners, engaging in the sprint planning, analysis and design, demonstrations and retrospectives, giving the customer clear project visibility and enabling them to more closely manage decisions related to functionality vs timeline and costs.

The project resourcing will take up to three (3) weeks after full execution of this Statement of Work at which time the kick-off can be scheduled following the core team training based on mutually agreed upon resource schedules.

The box size of each phase within the iterations illustrates the relative effort required.
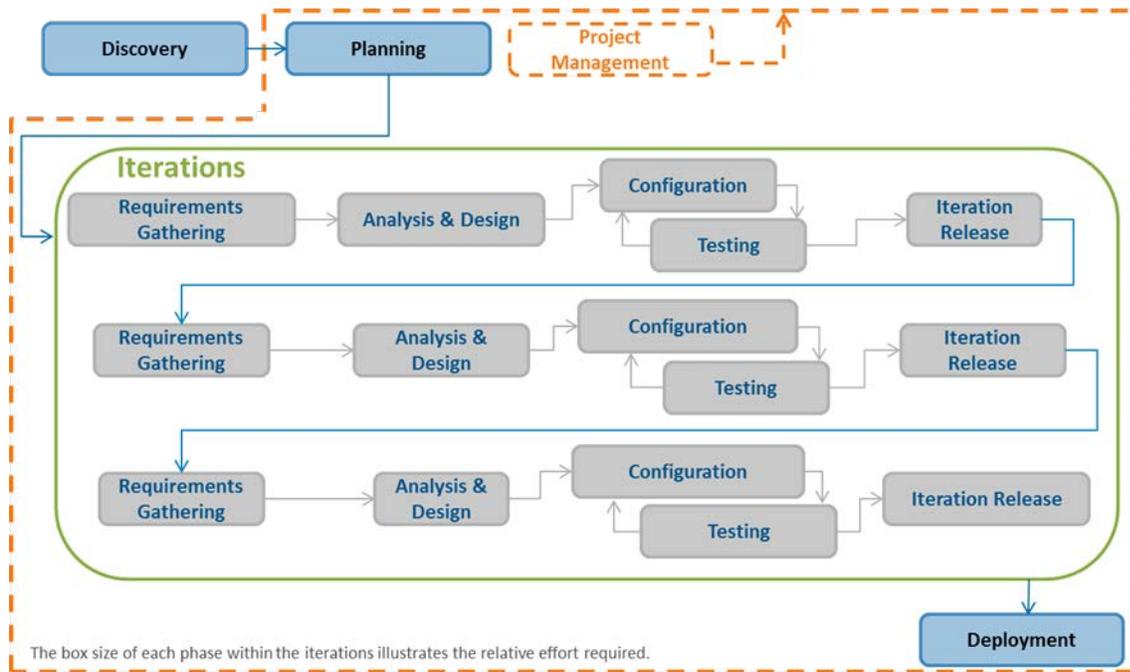
Sprint Plan			Duration	ex. Start	ex. Finish	Company Resources	Client Resources
*Daily Stand-up Meetings	**Weekly CCB Meeting	Sprint Planning Meeting; Change Request Analysis	2 Hours	Sprint Day 1	Sprint Day 1	- Project Manager - Technical Lead - QA Lead - Business Analyst	- Client Project Manager - Product Owner
		Analysis & Design Meeting 1	1 hour	Sprint Day 2	Sprint Day 2	- Project Manager - Technical Lead - QA Lead - Business Analyst - Technical Consultant - QA Analyst	- Client Project Manager - Product Owner
		Analysis & Design Meeting 2 (as needed)	1 hour	Sprint Day 3	Sprint Day 3	- Project Manager - Technical Lead - QA Lead - Business Analyst - Technical Consultant - QA Analyst	- Client Project Manager - Product Owner
		Develoment and Quality Assurance Tasks	15 days	Sprint Day 4	Sprint Day 23	- Project Manager - Technical Lead - QA Lead - Technical Consultant - QA Analyst	
		Sprint Release Demonstration Meeting	1 hour	Sprint Day 24	Sprint Day 24	- Project Manager - Business Analyst	- Client Project Manager - Product Owner
		Release to Client	2 hours	Sprint Day 24	Sprint Day 24	- Technical Lead	- Client Technical Resource
		Deploy to Client Test Environment	4 hours	Sprint Day 25	Sprint Day 25	- Technical Lead	- Client Technical Resource
		Client UAT	10 Days	Sprint Day 25	Sprint Day 37		- Client Project Manager - Product Owner - Business Users
		Weekly Issue Triage Meetings (Recurring)	1 hour	Sprint Day 25	Sprint Day 37	- Project Manager - Business Analyst - Technical Lead (as needed)	- Client Project Manager - Product Owner
		Sprint Retrospective	2 Hours	Sprint Day 37	Sprint Day 37	- Project Manager - Technical Lead - QA Lead - Business Analyst	- Client Project Manager - Product Owner

Based on the information that we have on the high-level requirements included in this SOW we anticipate an 8-10 sprint implementation (8-10 months). Upon further refinement of the detailed requirements during the planning phase a more accurate sprint plan will be developed.

Discovery

The discovery phase begins when ELM Solutions is engaged by the client to begin work on the project. Key tasks and deliverables of the discovery phase may include:

- Interviews with users of the Client's current systems to learn about high level business processes
- Documentation of common practices among business units and practice areas
- Documentation of future state expectations utilizing ELM Solutions technology solutions

Planning

The planning phase is a critical step as this time is used to develop a detailed project plan with key dates and milestones of the project clearly documented.   The project managers will work together to agree on the dates and deliverables for each iteration of the project.   System specifications need to be discussed and thoroughly documented so any hardware or installations can be scheduled in preparation for work and kick-off of the project. Key deliverables of this phase are:

- Detailed project plan with key dates and deliverables
- Signed statement of work (SOW) and executive sponsors identified

Requirements Gathering

The requirements gathering phase may include key tasks and deliverables listed below:

- Training for the client project team on the solutions purchased
- Gathering detailed requirements for core Passport screens and Matter Types and /or Practice Area specific screens. This may include interviews with key department personnel to better under existing procedures and business processes.
- Creation of screen mock ups based on stated requirements of Client. Mockups will be reviewed to reach consensus on the requirements, especially for complex solutions and customizations. Creation of use cases which can be utilized for testing the solutions when they are developed.
- Data mapping and migration will be discussed so requirements can include consideration for the migration data to Passport.
- High level reporting and security requirements may be documented.
- Identification of gaps with out of the box (OOTB) Passport functionality and creation of alternative solutions and prototypes to address gaps.

Analysis and Design

During the analysis and design phase, work will be completed on the system architecture design and integrations that have been identified to work with the technology solutions.   Design workshops will be conducted with the project team to develop design specifications documents before configuration begins.

Key deliverables of this phase may be:
- System architecture design
- Integration point designs
- Workflow diagrams
- Design workshops
- Design review sessions
- Screen mockups based on requirements gathering
- Signoff from the client on the proposed designs
- Full Data mapping and migration plan

- Data cleansing plan, if required, and incremental scope and activities to facilitate legacy data clean-up

Configuration

The configuration phase involves the build and customization of the application based on the analysis and design phase of the project.   The configuration includes screen builds, business rules, notifications, collaboration, integrations and security.   All configurations will be developed, tested and approved for release by ELM Solutions for testing by Client.   The configuration will take place in three iterations with a more detailed build being created with each deliverable.

Key deliverables of this phase may include:

- Build and customization of Passport from the analysis and design phase.
- Security configuration
- Data migration framework, deployed and tested
- Conversion tests and final conversion
- Integration builds

Testing

Testing will occur with each configuration and will be conducted by ELM Solutions quality assurance (QA) team based on a detailed test plan and test cases.   On completion of successful testing by both organizations, sign off and approval will be obtained before moving onto the next iteration or pilot/production.

The key objective of the testing phase is to ensure quality configurations that fulfill the requirements and project specifications.

Key deliverables for this phase may include:

- Detailed Test plans
- Documented test cases and scripts
- Unit testing
- Regression testing for each iterative delivery
- User Acceptance Testing (UAT) is typically started during this phase

Deployment

Deployment is the final phase, encompassing the rollout of the application to the entire user base.   Final preparations are typically conducted to ensure the production system is ready for release.

Key tasks and deliverables for this phase may include:

- End-user rollout communications
- Adoption support and change management activities
- Knowledge transition to the application support team
- End user training is conducted with the user base

- Post production support for a fixed time frame
- Handoff of system support from professional services to corporate support

Change Control

The Services Team's project management principles utilize a formal change control procedure to respond to and manage the changes that will occur throughout the duration of the project. A change is defined as any update or clarification to the details outlined for this project in the System Design documentation. The change request may impact the effort and/or timeline. The change request may result in additional work effort when adding functionality or may decrease the work effort if the project scope is limited. All changes that occur during the project will be managed by the Services Team's Change Control Procedures.

The Services Team will document all requested changes to the project work as outlined in the System Design documentation. The Change Request Form will include a description of the change, along with the impact on project timeline, costs, staffing, workloads and recommended action ("Change Request Form").

The Services Team will submit each Change Request Form to Wolters Kluwer for review and decision authorization. This must be approved or rejected within five (5) business days. If action is not taken within five (5) business days, it will be assumed that the change is disapproved.

Resources

The Services Team typically aligns resources with the following roles and responsibilities with Client resources.

The ELM Solutions Professional Services Team

The Services Team will have a core project team that will be involved for the life cycle of the project. This team will consist of the following:

- **Project Manager** – Responsible for managing the project schedule, budget, Client communication and for the overall success of the project.
- **Senior Consultant (Sr. Business Analyst)** – Responsible for leading sessions to provide best practices, gather and document all functional requirements and solution design. Provides oversight of end user testing process and postproduction support. Assists with initiating the end user testing process with Client personnel. Monitors progress, collect issues and responsible for issue resolution.
- **Consultant (Business Analyst)** – Responsible for assisting the Senior Consultant in gathering and documenting of all functional requirements and solution design. The Consultant will facilitate the end user testing process and post production support. The Consultant will assist with initiating the end user testing process with Client personnel. Supports the Senior Consultant with issue resolution.
- **Quality Assurance Analyst (Lead)** - Responsible for developing of test plans, leadership and oversight of all internal testing for the configured solution before deployment into the Client's staging environment.

- **Quality Assurance Analyst (ELM Solutions India)** - Responsible for the execution of all standard internal testing test cases before deployment into the Client's staging environment.
- **Technical Consultant (Lead)** – Responsible for interaction with Client on all custom development, integration and data migration activities, including data load strategy, mapping, and migrations.
- **Technical Consultant (ELM Solutions India)** – Responsible for integration design and development, application configurations and application deployments.
- **Training Consultant** – Responsible for managing and coordinating the delivery of training.
- **Managing Director (Education)** – Responsible for the oversight and escalation point for training services.
- **Managing Director** – Responsible for project oversight. The assigned Managing Director participates in the project Steering Committee and acts as an escalation point for Client. This resource ensures the overall service quality and is focused on the overall success of the project.

Client Implementation Team

- **Executive Sponsor** – Provides executive oversight, ensuring the project is aligned to meet the goals of the Legal Department, and serves as a member of the Steering Committee.
- **Business Project Sponsor** – Represents the primary business owner, provides direction to the team, maintains communications with senior management regarding the project and is the final sign off authority. Member of the Steering Committee.
- **Project Manager** – Works directly with the Executive Sponsor and Services Team Project Manager to ensure that risks are mitigated, scope is managed, appropriate communication is achieved and milestones are met. Works with Services Team Project Manager to coordinate work plans, schedules, and daily resource allocation. Manages day-to-day operational aspects of all integrations, data collection and ensures deliverable deadlines are met. Responsible for Project Steering Committee status reporting and Executive communications.
- **Business Lead** – Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the business. The Business Lead will coordinate with key members of the team as required.
- **Technical Resources** – Responsible for creating any integration code that is the responsibility of Client, assisting with Client responsibilities related to data migrations and any other duties required by Client.

Project Responsibilities and Expectations

ELM Solutions Services

The Services Team is responsible for the following items:
- Project management and execution according to the ComPASS360° implementation methodology described herein.
- System Design including BFRD, TDD and supporting design / implementation specifications

- Application configuration and integrations developed according to the specifications per the Client approved System Design.

Client Responsibilities

Client is responsible for the following items:

- Providing a Client Project Manager to manage Client's responsibilities during the implementation project and to act as the primary point of contact.
- Making reasonably available appropriate Legal Department and IT resources for ELM Solutions to gather requirements.
- Provisioning of hardware and installation of software, if applicable, that meet or exceed ELM Solutions' recommended requirements.
- Reviewing design documents and providing reasonably prompt feedback in a timely manner.
- Providing Client developed integration functionality as described in the SOW.
- Ensuring that overall solution vetting with resources within the Information Technology function is managed appropriately.
- Performing end user testing and authorizing the production installation.
- Following ELM Solutions documentation for technical installation, if applicable, and support processes.
- Identifying and obtaining training from ELM Solutions for any resources that require knowledge of installation administration and maintenance of Passport.
- Establishing a Steering Committee to include key stakeholders such as key project personnel and the ELM Solutions Managing Director and Project Manager. The Steering Committee will have regular meetings during the implementation project to meet no less than monthly.

Tasks and Assumptions

The following are the tasks and assumptions concerning the professional and training services contained within this proposal:

- **Overall Implementation**
  - Company will host the Passport application
  - ELM Solutions will have access to Passport and all necessary solution components on development environments where installed during the implementation phase
  - ELM Solutions will have access to production quality data for testing and troubleshooting.
  - Configuration is considered any task that can be performed through the Passport Administrator User Interface
  - Client will utilize Passport Best Practice configuration as a baseline design
  - Includes enablement of Passport Mobile
- **Passport Matter Management**
  - One (1) Business Unit under which all legal entities operate

- Six (6) Practice Areas: Municipal Operations, Human Services Legal Service (HSLS), DEN Legal (Airport), Litigation – Claims, Litigation – Employment, Administration
- OOTB Matter Types for all Practice Areas
- Client will utilize a common set of OOTB screens for all Practice Area
- Up to one-hundred (100) custom fields added to facilitate the management of matters.
    - 80 of these fields will be dedicated to the HSLS practice area and based off of the matter type chosen which fields will appear
- Custom fields will utilize standard filters and validations
- OOTB Matter auto-number generation configuration
- OOTB Matter Workflow configuration
- All Practice Areas will utilize a common intake wizard to setup the initial fields of the matter.
- The Matter Intake Wizard will not exceed one screen.
- A single Organization object across all practice areas that includes no custom fields
- A single People object across all practice areas that includes no custom fields
- Allocation configured with Passport Allocation Module OOTB – no customizations
- Three (3) custom Security Groups
- OOTB Security Roles
- Client will provide list of Users in a format specified by ELM Solutions
- OOTB budget functionality
- OOTB document management functionality
- OOTB document assembly functionality
- OOTB task and event functionality
- OOTB notification templates
- Includes creation of QA Test Cases
- Client will draft User Acceptance Testing (UAT) testing scenarios
- Includes one (1) day of onsite User Acceptance Testing ('UAT') support

- **Passport Spend Management and Collaboration Portal**
    - Passport Matter Management application is installed
    - A single Invoice object across all Practice Areas that includes up to ten (10) custom fields.
    - Configuration of two (2) Invoice Workflow templates to accommodate all Entities/Practice Area Business Unit
    - Invoice guidelines enforce UTBMS / LEDES line item billing codes
    - Requirements gathered and documented for two (2) Invoice Approval Workflows and one (1) Budget review process
    - OOTB configuration of budget, accrual and timekeeper rate functionality and workflows with no customization
    - Allocations on Matter Header only – allocations not on Invoice Header
    - OOTB configuration of Approver functionality. No customization.
    - OOTB configuration of Responsibility-Based workflow. No customization
    - OOTB configuration of Rules/Validations

- o No development of advanced custom Rules/Validations on the Invoice Object
- o OOTB currency maintenance and management functionality
- o Client will provide staff to assist in creation of the User Acceptance Testing (UAT) scenarios
- o Client will provide content for sample invoices to be tested
- o OOTB Collaboration Portal validations

- **Collaboration Management Modules**
  - Passport Spend Management application is installed
  - Install Budget Collaboration Module
  - Install Timekeeper Collaboration Module
  - OOTB Configuration for all Collaboration Modules
  - OOTB Notifications for all Collaboration Modules
  - OOTB Rules for all Collaboration Modules
  - OOTB Roles and Permissions for all Collaboration Modules
  - OOTB List Filters for all Collaboration Modules
  - Does not include Accruals and Matter Collaboration

- **Office Companion Module**
  - Passport Matter Management application is installed
  - OOTB configuration
  - Client is using an ELM Solutions certified version of Microsoft Office Outlook
  - Client can deploy and install Microsoft add-in to end user desktops

- **Mobile Access**
  - o Standard configuration of Mobile Access
  - o No customization to the Mobile Access

- **Legal Service Request ("LSR") Application**
  - o Assumes client is using updated Passport Interface
  - o Assumes the LSR Application is being added to an existing Passport installation
  - o Assumes existing configuration does not have any conflicts with the LSR Application design elements
  - o Assumes standard LSR group and security setup
  - o Assumes up to 2 custom workflows to support Request Routing
  - o Assumes each custom workflow will have no more than 5 steps with no custom variables
  - o Assumes up to 5 custom fields on the Request Form
  - o OOTB Notifications and Rules
  - o All LSR requestor User ID's will be their email account
  - o Client is responsible for placing URL on designated webpage
  - o Assumes the install of the 5 Standard LSR Reports and DataMart

- **Accounts Payable ('AP') Bi-directional Integration**
  - o Will use the Passport Professional Services AP Interface Wizard
  - *Outbound File (from Passport® to AP)*
    - On a daily basis (or a frequency determined by Client, but no more often than daily), Software will create an AP Post file containing invoice information for Client invoices that have been approved since the last time invoices were posted to AP

- The file format will be either a text delimited flat file or XML file
- The generated AP Post files will be posted to the SFTP server by Passport®
- Client will be responsible for creating a process to collect the file from the configured location on the SFTP server and to consume the file in the AP system.

Inbound Payment File (from AP to Passport®)

- On a daily basis (or a frequency determined by Client, but no more often than daily), Client will provide an AP Reconciliation file that contains the payment information for invoices that originated in the Software and have been paid
- The file format will be either a text delimited flat file or XML file
- The generated Payment file will be posted to the SFTP server by Client
- The Services Team will be responsible for creating a process to collect the file from the configured location on the SFTP server and to consume the file Passport®
- No creation of custom fields required

- **Thomson Reuters – Case Notebook/Drafting Assistant**
    - Link level integration to draft briefs and other legal documents that reside in Thomson Reuters (TR) system
    - When a document is created in TR's system there is a link back to the matter in Passport
    - An identifying piece of data would need to be entered in Passport to make the link or the Passport matter number would need to be identified on the TR record
    - Security to the documents in TR will be controlled by security to the matter in Passport
    - No additional security will be on the link level in Passport

- **Document Management Integration**
    - Client is still determining their Document Management System ("DMS")
    - Utilizes Passport Alfresco Connector or integration with Sharepoint
    - Connection to a single DMS instance
    - Integration with Client's Alfresco document management system utilizing CMIS
    - Standard Out of the box CMIS Custom Command Definitions
    - Out of the box Security Roles and Permissions
    - The metadata profile that feeds to SharePoint utilizes standard out of the box Passport Document Management fields
    - Users will only Alfresco or Sharepoint through Passport

- **HotDocs Integration**
    - Link level integration to documents that reside in the HotDocs system
    - An identifying piece of data would need to be entered in Passport to make the link or the Passport matter number would need to be identified on the HotDocs record
    - Security to the documents in HotDocs will be controlled by security to the matter in Passport
    - No additional security will be on the link level in Passport

- **Single Sign-On (SAML 2.0)**
    - Assumes out-of-the-box configuration and no customization to the installation
    - Assumes Client's IT staff is available to assist in configuration of Single Sign On

- Assumes Client will be using Passport supported SAML 2.0 and assumes that Client authentication system supports SAML 2.0
- **Data Migration**
  - Assumes four (4) sources for Data Migration
    - Practice Manager (SQL Server) - up to 65,000 for up to 250 fields of matter and spend records which includes related data for system objects and documents
    - ELCU (Oracle) - up to 12,000 for up to 50 fields of matter records which includes related data for system objects. No document migration is considered for this system migration.
    - LTCS (Oracle) - up to 12,000 for up to 50 fields of matter records which includes related data for system objects. No document migration is considered for this system migration.
    - CW Legal (Oracle) - up to 12,000 for up to 50 fields of matter records which includes related data for system objects. No document migration is considered for this system migration.
  - Assumes no unique security settings
  - If there are custom fields requiring application logic, they could affect the custom field allotment defined in the Matter and Spend assumptions
  - Assumes that Client will be responsible for extracting data in the database backup files for delivery to the data migration team to convert the data
  - Assumes that Client will provide resources to share the data mapping work with ELM resources
  - Assumes combined review of Staging Data during UAT process
  - Assumes Client is solely responsible for any data clean up and or consolidation required by approved design
  - Assumes that ELM Solutions will create Organizations and People from data provided
- **Data Warehouse & Reporting**
  - Install of Passport® Data Warehouse
  - Install of Basic Passport Matter and Spend Report Pack
  - Does not include Crystal Reports integration
  - No custom reports

Training Services

- Pre-design kickoff training is standard out of the box; may be provided as WebEx if Client elects
- WebEx-based SME training is out of the box and provided during implementation at install
- User training will provide training for up to 150 Client resources
- User training will be delivered against the Client designed solution
- The User Booklet will be modified to replace existing content with Client design where it varies from base material content. ELM Solutions will also update the User Reference Guide to include reference to up to 80 custom screens should they be developed as part of the implementation
- Post deployment training services will expire three months, post-deployment of services
- Webex Training does not includes hands-on activity and will be managed by ELM Solutions Webex
- This proposal does not include training for those who would submit Legal Services Requests
- Technical training is standard in nature provided against training networks
- Costs related to the printing and production of materials will be passed to Client

- Travel expense to provide training will be passed to Client
- Travel expense to attend Company hosted training is Client responsibility

Fees, Deliverables and Payment Terms

The Professional Services estimate is outlined in the table below. All services are billed on a time and materials basis.

Core Professional Services Description	Estimated Days	Estimated Cost
Passport Matter Management	99	$ 169,654
Passport Spend Management	25	$ 42,762
Data Warehouse & Reporting	5	$ 11,037
Collaboration Management Module	13	$ 14,595
Office Companion Module	6	$ 7,992
Accounts Payable Integration (Bi-directional)	13	$ 17,334
DMS Integration	11	$ 15,929
HotDocs Integration	2	$ 9,962
Thompson Rueters Doc Integration	7	$ 9,962
Legal Hold Integration - Exterro Connector	7	$ 9,962
Single Sign-on (SAML 2.0)	4	$ 5,291
Legal Service Request Module	9	$ 11,988
Data Migration (Practice Mgr)	35	$ 50,000
Data Migration (ELCU)	14	$ 21,941
Data Migration (LCTS)	14	$ 21,941
Data Migration (CW Legal)	14	$ 21,941
Estimated Total	**280**	**$ 442,290**

The Training Services estimate is outlined in the table below and will be charged as a combination of fixed fees and time and materials effort:

Core Training Services Description	List Price	Per	Unit	Estimated Price
Pre-Design Kickoff Training - Client Site	$ 2,500	Day	1	$ 2,500
SME Education - Collaboration - Virtual Hosted	$ 1,250	Session	1	$ 1,250
SME Education - Office Companion - Virtual Hosted	$ 1,250	Session	1	$ 1,250
SME Education - Legal Service Request - Virtual Hosted	$ 750	Session	1	$ 750
End User - Application & Modules - Onsite & Virtual	$ 3,250	Day	4	$ 13,000
End User - Application Refresher Sessions - Post Go Live - Virtual	$ 1,500	Session	3	$ 4,500
End User - Module Refresher Sessions - Post Go Live - Virtual	$ 750	Session	3	$ 2,250
Admin Toolkit Training - ELM Hosted	$ 2,500	Seat	1	$ 2,500
Report Designer - ELM Hosted	$ 2,500	Seat	1	$ 2,500
Training Materials Fees	$ 15,000	Document(s)	2	$ 5,000
Time & Materials	$ 225	Hour	230	$ 51,750
Estimated Total				**$ 87,250**

The Total Core Professional and Training Service fees for this project are estimated to be **$510,236.00.**

The Rate Card used for this SOW:

Resource Type	Hourly Rates
Expert Consultant	$ 347.00
Project Manager	$ 289.00
Senior Consultant	$ 266.00
Consultant	$ 234.00
ELM Offshore	$ 111.00

With the exception of training delivery fees, these estimates are not based on a Fixed Fee arrangement, but are made in good faith based on the activities, approach and assumptions contained in this proposal. The quote contained herein is an estimate and may affect by the final scope agreed to in the Business Functional Requirement Document (BFRD) and Technical Design Document (TDD) and in any additional Change Requests.   This estimate is valid for 30 days from the date on the cover page.

Acceptance is provided via a written acceptance of each sprint work product as part of the iteration release phase of the sprint. Professional Services and Work Product shall be deemed accepted when either the Client issues an acceptance certificate or similar document. Should Client fail to provide such acceptance within five (5) working days from delivery of the Work Product and does not notify ELM Solutions at that time of any objectively verifiable non-compliance with the agreed acceptance criteria as detailed in the sprint definition, or the Client puts the Work Product into productive use, whichever occurs first, then the Professional Services and Work Product shall be deemed accepted.

Upon completion of the final sprint a full system UAT will be conducted and the Client will provide written approval to promote the configured system to production at which time there is a forty-five (45) day warranty period for the Client to report any issues not previously reported in the prior sprints' UAT.

Estimated Fee Schedule

The Estimated Fee Schedule based on the fixed fee and time and materials tables estimated above are represented below in greater detail:

Professional Services Description	0	1	2	3	4	5	6	7	8
				Estimated Fee Schedule / Estimated Sprint					
Project Kickoff	$ 1,000.00								
Sprint Backlog (Requirements/User Stories - MM/SM)	$ 10,000.00								
Project/Sprint Plan	$ 4,000.00								
Passport Matter Management									
Sprint X Release		$ 28,300.00	$ 28,300.00	$ 28,300.00	$ 28,300.00	$ 25,300.00	$ 18,000.00		
UAT Release								$ 8,000.00	
Production Release									$ 2,000.00
Passport Spend Management									
Sprint X Release		$ 3,000.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00		
UAT Release								$ 2,700.00	
Production Release									$ 2,000.00
Data Warehouse & Reporting									
Cognos and DWH Install/Data Population UAT								$ 8,000.00	
Cognos and DWH Install/Data Population Production									$ 3,000.00
Collaboration Management Module									
Rule Setup						$ 4,000.00			
Workflow Setup							$ 5,000.00		
UAT Deployment/Test Firm Submission								$ 4,000.00	
Production Setup/Deployment/Live Firm Submission									$ 2,000.00
Office Companion Module									
Installation						$ 2,000.00			
Testing							$ 2,000.00		
UAT Testing								$ 2,000.00	
Procuction Deployment									$ 2,000.00
Accounts Payable Integration (Bi-directional)									
Requirements Session			$ 1,500.00						
Tech Design Doc				$ 4,000.00					
Sprint Release (Post)					$ 4,000.00				
Sprint Release (Recon)						$ 4,000.00			
Sprint Release (End-to-End)							$ 1,500.00		
UAT								$ 1,300.00	
Production									$ 1,000.00
DMS Integration									
Requirements Session			$ 1,500.00						
Technical Design Document				$ 3,000.00					
Sprint Releases						$ 3,500.00	$ 3,000.00		
UAT								$ 1,500.00	
Production									$ 1,500.00
Thompson Rueters Doc Integration									
Requirements Session						$ 1,500.00			
Technical Design Document						$ 3,000.00			
Sprint Releases							$ 3,500.00		
UAT								$ 1,000.00	
Production									$ 1,000.00
HotDocs Integration									
Requirements Session					$ 1,500.00				
Technical Design Document						$ 3,000.00			
Sprint Releases							$ 3,500.00		
UAT								$ 1,000.00	
Production									$ 1,000.00
Single Sign-on (SAML 2.0)									
Requirements Session						$ 1,000.00			
Technical Design Document							$ 1,250.00		
UAT								$ 2,000.00	
Production									$ 1,000.00
Legal Service Request Module									
Requirements Session			$ 1,000.00						
Analysis and Design Sessions				$ 2,000.00					
Sprint Releases						$ 2,000.00	$ 2,000.00	$ 2,000.00	
UAT								$ 2,000.00	
Production									$ 1,000.00
Data Migration (Practice Mgr)									
Mapping Session		$ 7,500.00							
Script Development/Analysis and Design Sessions			$ 12,000.00						
First Run				$ 12,000.00	$ 7,500.00				
Second Run						$ 2,500.00	$ 2,000.00		
UAT Run								$ 1,500.00	
Production Run									$ 5,000.00
Data Migration (ELCU)									
Mapping Session			$ 3,000.00						
Script Development/Analysis and Design Sessions				$ 4,000.00					
First Run					$ 5,000.00	$ 3,000.00			
Second Run							$ 2,500.00		
UAT Run								$ 2,000.00	
Production Run									$ 2,500.00
Data Migration (LCTS)									
Mapping Session			$ 3,000.00						
Script Development/Analysis and Design Sessions				$ 4,000.00					
First Run					$ 5,000.00	$ 3,000.00			
Second Run							$ 2,500.00		
UAT Run								$ 2,000.00	
Production Run									$ 2,500.00
Data Migration (CW Legal)									
Mapping Session			$ 3,000.00						
Script Development/Analysis and Design Sessions				$ 4,000.00					
First Run					$ 5,000.00	$ 3,000.00			
Second Run							$ 2,500.00		
UAT Run								$ 2,000.00	
Production Run									$ 2,500.00
Estimated Fees for Professional Services	$ 15,000.00	$ 38,800.00	$ 60,800.00	$ 68,800.00	$ 70,800.00	$ 63,800.00	$ 53,250.00	$ 41,000.00	$ 30,000.00

These estimates are made in good faith and are based on the high-level requirements and assumptions provided in this SOW and are subject to change based on detailed requirements gathering, sprint priorities and planning, and on Client resource availability. A final, more accurate representation of this sprint plan will be represented after the project planning phase of this project and will be considered the baseline for the project. Any change requests throughout the life of this project will affect this estimated schedule.

Fees may be invoiced monthly in arrears on a time and material basis and payment is due within 30 days following client's receipt of invoice.   ELM Solutions shall be entitled to reimbursement for reasonable travel and lodging related expenses, and shall use client preferred rates when applicable. Such expenses will be invoiced monthly in arrears as incurred.

AGREED:

City and County of Denver   Wolters Kluwer ELM Solutions, Inc.

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

EXHIBIT F

HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

1.01   The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they e x i s t or may hereafter be amended.

1.02   The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03   CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04   The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05   The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06   The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01   "<u>Administrative Safeguards</u>" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02   "Agreement" means the attached Master License and Services Contract and its exhibits to which these additional terms are incorporated by reference.

2.03   "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   2.03.1   Breach excludes:

   1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

   2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.

   3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   2.03.2   Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

   a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

   b. The unauthorized person who used the PHI or to whom the disclosure was made;

   c. Whether the PHI was actually acquired or viewed; and

   d. The extent to which the risk to the PHI has been mitigated.

2.04   "CONTRACTOR" shall have the same meaning as that given to the term "ELM Solutions" in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05   "CITY" shall have the same meaning as that given to the term "Client" in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06   "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07   "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08   "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09   "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10   "Immediately" where used here shall mean within 24 hours of discovery.

2.11   "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.l03 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12   "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13   "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14   "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15   "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16   "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17   "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18   "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19   "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20   "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21   "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22   "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23   "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.24   Any other terms capitalized but not otherwise defined in this Business Associate Terms document shall have the meaning ascribed to such term in the Agreement.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

3.01   CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by the Agreement or by law.

3.02   CONTRACTOR agrees to use appropriate safeguards, as provided for in the Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03   CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, applicable to the operation of CONTRACTOR's provision of the Software with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04   CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of the Agreement that becomes known to CONTRACTOR.

3.05   CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of unsecured PHI not provided for by the Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06   CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

3.07   To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) business days of receipt of a written request by CITY.

4

3.08   CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09   CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10   CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11   CONTRACTOR agrees to provide CITY information within 15 business days in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12   CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13   CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. **SECURITY RULE.**

4.01   CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02   CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to restrictions and requirements no less stringent than those contained herein.

4.03   CONTRACTOR shall within 2 business days report to CITY any Security Incident of which   it   becomes   aware.   CONTRACTOR   shall   report   Breaches   of

Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

5.01   Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

    5.01.1   A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

    5.01.2   CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02   CONTRACTOR shall provide the notification of the Breach within 10 Business Days to the CITY DEH Executive Director or other designee.

    5.02.1   CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03   CONTRACTOR'S notification shall include, to the extent possible:

    5.03.l   The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

    5.03.2   Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

        a.   A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

        b.   A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

        c.   Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03   CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04   CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05   CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. **OBLIGATIONS OF CITY.**

7.01   CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02   CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03   CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04   CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. **BUSINESS ASSOCIATE TERMINATION.**

8.01   Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02   Upon termination of the Agreement, if feasible CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

    8.02.1   This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

    8.02.2   CONTRACTOR shall retain no copies of the PHI except as required by its data retention policies and in no event longer than six months.

    8.02.3   In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03   The obligations of this Agreement shall survive the termination of the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/18/2019

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	CONTACT NAME:		
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Wolters Kluwer ELM Solutions, Inc. 3009 Post Oak Blvd., Suite 1100 Houston TX 77056 USA	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: Zurich American Ins Co	16535
	INSURER D: American Guarantee & Liability Ins Co	26247
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570076886464   **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.   Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE X OCCUR			GLO525206005	06/01/2019	06/01/2020	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
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			HO-CAP-162D3188-COF-19	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X **UMBRELLA LIAB** X OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			AUC525206105	06/01/2019	06/01/2020	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HC2OUB162D310319 AOS - Deductible HRKUB162D311519 Retro	06/01/2019 06/01/2019	06/01/2020 06/01/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Media Prof			EOC929683105 SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Per Claim Aggregate	$1,000,000 $2,000,000

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

The City and County of Denver, its Elected and Appointed Officials. Employees and Volunteers are included as Additional Insured as respects to Commercial General Liability and Business Auto policies. A Waiver of Subrogation is granted in favor of the Certificate Holder if required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability and Automobile Liability policies.

Prof Media = Professional, Technology and Media Liability Insurance. Subject to its standard terms, conditions and limitations, this policy includes coverage for certain "Cyber" and other risk: Information Technology and Internet Liability - Miscellaneous

CERTIFICATE HOLDER	CANCELLATION
City of Denver Attn: Chief Information Officer 201 West Colfax Avenue, Dept 301 Denver CO 80202 USA	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 *Aon Risk Services Central, Inc.*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

Holder Identifier :   Certificate No : 570076886464

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Wolters Kluwer ELM Solutions, Inc.

POLICY NUMBER	
See Certificate Number: 570076886464	

CARRIER	NAIC CODE	
See Certificate Number: 570076886464		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Professional Liability - System Security and Privacy Liability - Privacy Breach Costs.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2019

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	CONTACT NAME:		
Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**PHONE (A/C, No, Ext):** 1-877-945-7378		**FAX (A/C, No):** 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : ACE American Insurance Company		22667
INSURED Ventiv Technology, Inc. 3350 Riverwood Parkway Suite 2000, 20th Floor Atlanta, GA 30339 USA	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: W10161433 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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber E&O Liability			G25665831 002	02/15/2019	02/15/2020	Limit	$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Risk Management Information System, 28659Q

CERTIFICATE HOLDER	CANCELLATION
CITY AND COUNTY OF DENVER 1437 Bannock St., Room 353 Denver, CO 80202	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**

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

SR ID: 17555370   BATCH: 1079101

ID	Requirement Type	Requirement Name	Requirement Description	Description	Product/Module	Out of the Box functionality governed by the MLA	Depending on Specific Requirements could require configuration and would be governed by an SOW(s)	ELM Product Management Response/Clarification
1	Functional Requirement	Case and Matter Management	For the purposes of these requirements, matter management refers to activities involved in managing all aspects of the corporate legal practice ("matters"). Matter management is distinguished from case management, in that case management is generally considered to refer to law firm related activities ("cases")			X		
1.1	Functional Requirement	Case and Matter Assignment	The solution shall have functionality that allows City/CAO to assign and/or reassign Cases/Matters to specific individuals and/or Teams/Divisions manually.				X	With Configuration, not OOTB. This is OOTB for individuals. However, for teams and divisions, it requires configuration.
1.2	Functional Requirement	Case and Matter Assignment	The solution shall have functionality that allows City/CAO to assign and/or reassign Cases/Matters to specific individuals and/or Teams/Divisions automatically (e.g. via automated workflow and business rules configuration).				X	With Configuration, not OOTB. There is no automated case assignment
1.3	Functional Requirement	Case and Matter Assignment	The solution shall have functionality that allows City/CAO to select a group of Cases/Matters based on selection criteria to a specific individuals and/or Teams/Divisions manually or automatically.			X		Agreed
1.4	Functional Requirement	Case and Matter Identifier	The solution shall have the capability to generate a unique system-generated identifier for each Case and Matter that follows a user-defined naming convention.			X		Agreed
1.5	Functional Requirement	Case and Matter Identifier	The solution shall have the capability to associate a Case and Matter to identifiers generated outside of the solution.				X	With Configuration, not OOTB.
1.6	Functional Requirement	Case and Matter Relationships	The solution shall provide CAO user the capability to 'link' related Case and Matters numbers, Case and Matter-involved parties, entities, individuals (e.g. defendants, witnesses, Attorneys), and events.				X	With Configuration, not OOTB. Only parent objects are OOTB. Child objects require configuration.
1.7	Functional Requirement	Case and Matter Relationships	The solution shall not impose an arbitrary limit on the number of cases/matters and entities that can be linked.			X		Agreed
1.8	Functional Requirement	Case and Matter Relationships	The solution shall provide users the capability to view and access all associated material and information for a particular case and matter. For example, this could include the following related to a case and matter: - Any/All involved Parties - Entities - Individual(s) - Claimant(s) - Defendant(s) - Plaintiff(s) - Victim(s), - Witness(es) - Parents/Grandparents/Legal Guardians (of any Juvenile) - Case Workers/CASAs (court-appointed special advocate) - Attorney Name(s) - Any associated Case and Matters.			X		Agreed
1.9	Functional Requirement	Case and Matter Types	The solution shall provide the capability to create case and matter types without purchasing any additional 'Case and Matter-type' specific modules.			X		Agreed
1.10	Functional Requirement	Case and Matter Types	The solution shall provide the capability to create user-defined workflows to suit the needs of each case and matter type and CAO process.				X	With Configuration, not OOTB. Yes, we have the capability architecturally yet every workflow requires configuration so it's not OOTB.
1.11	Functional Requirement	Case and Matter Types	The solution shall provide the capability to customize screens to suit the specific need of the case and matter type (e.g. only those attributes related to the case and matter type would be available on the screen).				X	With Configuration, not OOTB.
1.12	Functional Requirement	Case and Matter Types	The solution shall provide the capability to add attributes to suit the specific need of the case and matter type (e.g. cases and matters related to property would have real estate and property attributes).				X	With Configuration, not OOTB.

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1.13	Functional Requirement	Case and Matter Types	The solution shall provide the capability to customize lookup data to suit the specific need of the case and matter type (e.g. only those lookup values related to the case and matter type would be available for selection).				X	With Configuration, not OOTB.
1.14	Functional Requirement	Communication Logs	The solution shall have the capability to log the phone, electronic (e.g. email), and correspondence communication between entities and their related Case and Matters.			X		Manually yes, through the use of Narratives and Office Companion, but not automatically.
1.15	Functional Requirement	Copy Case and Matter	The solution shall have the capability to easily copy – via programmatic or automated means – an entire Case and Matter file's content, including all Charges, all Notes, and all 'involved' Parties for Case and Matters (with single or multiple Defendants) from one Case and Matter record to another (as applicable and/or per CAO business need).			X		Only certain data and associated enties are copied. See "Copying a matter" topic in help file.
1.16	Functional Requirement	Involvement List Access	The solution shall provide CAO users the capability to hyperlink directly from an Involvements list to the referenced Name and/or Case and Matter record.				X	With Configuration, not OOTB
1.17	Functional Requirement	Maintain associated Court Information	The solution shall track all City/CAO-defined Attorney and Court information for each specific Case and Matter; including, but not limited to - Court location - Date Case filed - Docket/Case and Matter Number - Judge Name(s) - Jurisdiction - Names of all Attorneys involved - Attorney Date assignments - Party Pro Se designation - Any/all Court notes				X	With Configuration, not OOTB
1.18	Functional Requirement	Maintain Case and Matter Information	The solution shall have the capability to intuitively track all relevant Case and Matter information; specifically - Case/ Contract information and text - Any/all Incident Notes - Any/all applicable commercial parties - Any/all Event information - Charges and any/all applicable Charge information - Any/all Involved Parties Corporations, law enforcement personnel, victims, witnesses, and other Case and Matter-involved persons, etc. - Any/all Sentence information, including credits (i.e. 'time served') and 'suspended' sentence time. - Court conditions/location - Any/all other pertinent Case and Matter information.				X	With Configuration, not OOTB
1.19	Functional Requirement	Multi-Defendant/Multi-Plaintiff/Multi-Parties)	The solution shall support and provide 'multi-Defendant', 'multi-Plaintiff', and 'multi-Parties' in all default Case and Matter tracking.				X	With Configuration, not OOTB
1.20	Functional Requirement	Notes/Comments	The solution shall provide the capability to add free-form text (e.g. notes/comments) to cases and matters.			X		Agreed
1.21	Functional Requirement	Notes/Comments	The solution shall not impose an arbitrary limit on the number and size of the notes/comments.				X	With Configuration, not OOTB. User can change limit with configuration.
1.22	Functional Requirement	Notes/Comments	The solution shall have the capability to perform spell checking of notes/comments. Spellcheck functionality governed by browser.			X		This is not supported OOTB. There is no spell check in base product. Spell check is done by the browser. Passport is not responsible for spell check.

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1.23	Functional Requirement	Re-Open 'Closed' Case and Matters	The solution shall have the capability to reopen 'previously-closed' Case and Matters retaining original Case and Matter closure and current reopening information.				X	With Configuration, not OOTB
1.24	Functional Requirement	Search	The solution shall provide a query language capable of locating case and matter information using logical operators (including wildcards).				X	Global and Quick search provide general search capability using content and wildcards search. Requesting more information on "logical operators"
1.25	Functional Requirement	Search	The solution shall provide the capability to filter and sort case and matter search results.			X		Agreed
1.26	Functional Requirement	Search	The solution shall provide the capability to search on all metadata/attributes associated with cases and matters (e.g. case name, case number/identifiers).				X	We can search against all persistent values, but not transient values (e.g. where certain field values are calculated on the fly). Please note that search is enabled thru list level search as well as global search (across object types). However, we can support this with any SQL query interface tool.
1.27	Functional Requirement	Single Name Entry	The solution shall easily accommodate individual Name record entry/entries; once entered in the Application, it shall have the capability to be linked thereafter with any associated records or Case and Matter files anywhere in the Application.			X		Agreed
2	Functional Requirement	Entity Management	Entity Management encompasses the features/capabilities that support the management of contacts, defendants, agencies, companies, etc.			X		
2.1	Functional Requirement	Contact Information	The solution shall have the capability to capture an unlimited number of addresses, phone numbers, email addresses, property descriptions, photos of properties (and associated maps) for any given Name record and/or Entity record.				X	OOTB covers a lot, but customization may be required depending on their specific needs.
2.2	Functional Requirement	Contact Information	The solution shall not impose an arbitrary limit on the number of entity records that can be entered.			X		Agreed
2.3	Functional Requirement	Contact Information	The solution shall ensure that any changes to the entity (e.g. Name, Address) are reflected in all associated cases and matters.			X		Agreed
2.4	Functional Requirement	Defendant Photo	The solution shall have the capability to display and link (e.g. hyperlink) a photo of Defendants to specific (and associated) Case and Matter(s).				X	We can support the ability to link people to a Case/Matter. Display of a photo in the Matter list screen/item page is not an OOTB capability but you can store the image on the Person record as an attachment.
2.5	Functional Requirement	Entity Relationships	The solution shall not impose an arbitrary limit on the number and type of relationships between entity records (e.g. parent, spouse, ex-spouse, child, friend, brother, sister, grandparent, business associate, acquaintance, corporate entities, 'aliases'/ "aka's", etc.)				X	Not OOTB, through customization
2.6	Functional Requirement	Entity Relationships	The solution shall not impose an arbitrary limit on the number and type of relationships between entity records and case and matters (e.g. judges can be associated with a innumerable number of matters)				X	Agreed, we can support any number. Please note that depending on customer needs, this may require additional customization.
2.7	Functional Requirement	Search	The solution shall provide a query language capable of locating entity information using logical operators (including wildcards).				X	Global and Quick search provide general search capability using content and wildcards search. Requesting more information on "logical operators"
2.8	Functional Requirement	Search	The solution shall provide the capability to filter and sort entity search results.			X		Agreed

ID	Requirement Type	Requirement Name	Requirement Description	Description	Product/Module	Out of the Box functionality governed by the MLA	Depending on Specific Requirements could require configuration and would be governed by an SOW(s)	ELM Product Management Response/Clarification
2.9	Functional Requirement	Search	The solution shall provide the capability to search on all metadata/attributes associated with entities 9e.g. name, address).				X	Global and Quick search provide general search capability using content and wildcards search.
3	**Functional Requirement**	**Time and Expense Management**						
3.1	Functional Requirement	**Budgeting**	The solution shall provide the capability to setup and manage a budget.			X		Agreed
3.2	Functional Requirement	**Cost Tracking**	The solution shall provide the capability to track costs associated with a case and matter.			X		Agreed
3.3	Functional Requirement	**Hours Tracking**	The solution shall provide the capability to track the number of hours associated with a case and matter.				X	With Configuration, not OOTB
4	**Functional Requirement**	**Content Management**	**Content Management encompasses features/capabilities that support the storage, access, and management of document artifacts. This section focuses on the solution's built-in Content Management capabilities. Integration requirements to other third-party Content Management solutions (e.g. Alfresco) is addressed in the Interoperability requirements under Non-Functional requirements.**			X		
4.1	Functional Requirement	**Document and Content Indexing**	The solution shall provide the capability to index all documents and contents for search purposes.				X	Not OOTB, through customization
4.2	Functional Requirement	**Document Editing**	The solution shall automatically open the document in the user's default word processing application (i.e. MS Word) to allow for changes/edits, **including the addition of electronic signatures.**				X	Users can check-out documents in the standard web interface, download, make changes, and check-back in. Office Companion and Windows File System Connector enable a streamlined editing process whereby the user can click, view, edit, and save back to Passport.
4.3	Functional Requirement	**Document Redaction**	The solution shall have the capability for user(s) to redact documents (as needed) for 'secured' storage/use within specific Case and Matter Record or file(s). Governed by Third Part Document Management System.				X	We do not support the native capability to redact documents. A user could certainly upload a redacted document, but if a previously uploaded non-redacted version existed that could be viewed. User security can be managed at the Practice Area/Business Unit level or at the Matter level to further restrict access.
4.4	Functional Requirement	**Document Routing**	The solution shall provide a 'document-routing' function that allows users to move or copy files from the electronic Case and Matter file of one name of Case and Matter record to the electronic Case and Matter file of another Name or Case and Matter record.		**Office Companion**		X	This is not supported OOTB. It may be possible with customization depending on specific requirements.
4.5	Functional Requirement	**Document Types**	The solution shall allow any file type to be linked and opened from the electronic Case and Matter file using the following, but not limited to - Documents - Metadata - Images - Audio/Video files - Email correspondence			X		Agreed. Additional types may be supported via configuration. Need to define metadata.
4.6	Functional Requirement	**Export Capabilities**	The solution shall have the capability to export results in a multiple document formats (e.g. XML, CSV, RTF, pdf, TIFF, MHTML, Microsoft Excel and Microsoft Word).				X	Documents can be downloaded in its native format (that it was uploaded in). Lists can be exported in PDF and Excel format.
4.7	Functional Requirement	**Search**	The solution shall provide a query language capable of locating document information using logical operators (including wildcards).			X		Global and Quick search provide general search capability using content and wildcards search. Requesting more information on "logical operators"
4.8	Functional Requirement	**Search**	The solution shall provide the capability to filter and sort document search results.			X		Agreed

ID	Requirement Type	Requirement Name	Requirement Description	Description	Product/Module	Out of the Box functionality governed by the MLA	Depending on Specific Requirements could require configuration and would be governed by an SOW(s)	ELM Product Management Response/Clarification
4.9	Functional Requirement	Search	The solution shall provide the capability to search on all metadata/attributes associated with document and artifacts.			X		Global and Quick search provide general search capability using content and wildcards search.
5	**Functional Requirement**	**Document Assembly**	**Document Assembly encompasses features/capabilities that provide the generation of document artifacts using user-defined content, case and matter information, entity information, and any other data accessible in the solution. This section focuses on the solution's built-in document generation capabilities. Integration requirements to other third-party document generation solutions (e.g. HotDocs) is addressed in the Interoperability requirements under Non-Functional requirements.**			X		
5.1	Functional Requirement	Document Linking	The solution shall provide the capability to generate documents from a template and link them automatically to the appropriate Case and Matter/person record for future reference (i.e. the specific Case and Matter the user is working at time of document generation).				X	Requires configuration to set-up the templates.
5.2	Functional Requirement	Document Templates	The solution shall have the capability to build document templates (e.g. subpoenas, letters, receipts, appeals, etc.) using standard templates.				X	Requires configuration to set-up the templates.
5.3	Functional Requirement	Document Templates	The solution shall impose no arbitrary limits on the number or types of templates that can be created.			X		Agreed
5.4	Functional Requirement	Document Templates	The solution shall provide the capability to copy a template then customize it for a particular agency or group.				X	User would need to download, make the changes, and then re-upload the template.
6	**Functional Requirement**	**Calendar and Docket Management**	**This section captures key features/capabilities necessary for the management of calendars and dockets. This section focuses on the solution's built-in calendar and docket management capabilities. Integration requirements to other third-party calendar and docket management solutions (e.g. Microsoft Outlook and Exchange) is addressed in the Interoperability requirements under Non-Functional requirements.**			X		
6.1	Functional Requirement	Calendar	The solution shall provide integrated calendaring, docketing and email messaging capabilities between Departments throughout the entire City business enterprise, as well as with external parties. Does not include integration to third part applications.		**Office Companion**	X		Agreed regarding calendar and email integration through Office Companion. Integrations to 3rd party docketing solutions would require customization.
6.2	Functional Requirement	Calendar	The solution shall provide the capability to color-code Calendar items (i.e. appointments, Meetings, Tasks, follow-up items, etc.). Functionality is manually governed by Outlook.				X	Requires discussion with PSG. This is not OOTB.
6.3	Functional Requirement	Docket Calendar	The solution shall display Docket information on a daily, weekly, and monthly basis.			X		Docket information can be included on Calendars. Integrations to 3rd party docketing solutions would require customization.
6.4	Functional Requirement	Docket Status	The solution shall allow users specify the status of dockets (e.g. "active", "inactive", or other user-defined status). Does not include integration with eDocketing applications.				X	Integrations to 3rd party docketing solutions would require customization.
6.5	Functional Requirement	Dockets	The solution shall allow the user to specify Docket names, start- and end-dates, times, Docket frequency, and number of events in a Docket. Accomplished via integration with a 3rd part docketing solution that would have be scoped as part of a mutually agreed upon SOW.				X	Integrations to 3rd party docketing solutions would require customization.
6.6	Functional Requirement	Group Calendar	The solution shall provide the capability to create and manage group calendars (e.g. work group, section, agency).				X	Not OOTB, through customization
6.7	Functional Requirement	Recurring Dockets	The solution shall allow users to create and manage automatically re-occurring Dockets. Accomplished via integration with a 3rd part docketing solution that would have be scoped as part of a mutually agreed upon SOW.				X	Requires custom programming

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6.8	Functional Requirement	**Rescheduling Dockets**	The solution shall automatically change every Docket 'event' in that specific Docket instance to the new time and/or date, as well as notify all event-involved parties in every Case and Matter in the Docket via an automated email notification. Requires integration to docketing system, to be governed by mutually agreed upon SOW.				X	With Configuration, not OOTB
6.9	Functional Requirement	**Scheduling Dockets**	The solution will maintain future events scheduled even if the docket is set to an "inactive" status. Requires integration to docketing system, to be governed by mutually agreed upon SOW.			**City of Denver did not purchase the eDocketing application**	X	Requires custom programming
6.10	Functional Requirement	**Scheduling Dockets**	The solution shall provide an intuitive and integrated Calendar that will enable users to easily view and choose specific dates to schedule a new Docket.			**City of Denver did not purchase the eDocketing application**		With Configuration, not OOTB
6.11	Functional Requirement	**Ticklers/Reminders**	The solution shall have the capability to trigger 'ticklers'/reminder based on user-defined conditions (e.g. tasks, events, etc.).				X	Requires custom programming
7	**Functional Requirement**	**Reports**	**This section captures a general high-level view of the types of reports required. It is not intended as a comprehensive list of all reports required.**			X		
7.1	Functional Requirement	**Audit Trail**	The solution shall provide functionality that tracks and will report on all ongoing transactional activity (via a 'Date and/or Time Stamp') on all Case and Matter activities and/or all associated Departmental workflow activity.				X	We have Passport Activity report pack as well as Cognos Audit report pack. Passport activity reports give all the information described in the requirement and the Cognos audit reports give the same type of information but for report usage data.
7.2	Functional Requirement	**Business Performance Metrics**	The solution shall provide built-In business performance metrics that can be easily configured for each CAO Legal Section.				X	We can gather the acceptance criteria on what metrics you would like to see and determine the best path of getting them.
7.3	Functional Requirement	**Standard Reports**	The solution shall provide built-In case and matter detailed and summary reports to include case-related data (e.g. entities associated with the case/matter)			X		Agree
7.4	Functional Requirement	**Time/Hours Tracking**	The solution shall provide robust Reporting functionality to include 'time-tracking' and 'billable hours expended' detail that can 'broken down' in further detail, specifically by - CAO Attorney Name(s) - Total # of Case and Matters (by Attorney, Court, Judge Name, Section, Office, etc.) - Case and Matter Types (by Attorney, Court, Judge Name, Section, Office, etc.) - Total Hours Billed per Case and Matter by 'Task', by Attorney, Court, Judge Name, Section, Office, etc.)				X	Internal Timekeeping is only available for OOTB with ICD. We have used with Corporate legal clients with configuration from PSG.
8	**Functional Requirement**	**Business Intelligence and Reporting**	**This section captures general key features/capabilities necessary to support Business Intelligence and Reporting requirements.**			X		
8.1	Functional Requirement	**Build New/'Ad-hoc' Reporting**	The solution shall have the capability to build new reports and/or alter existing Reports from within the application.			X		Agree
8.2	Functional Requirement	**Dashboards**	The solution shall provide the capability to create and configure dashboards.			X		Agree

ID	Requirement Type	Requirement Name	Requirement Description	Description	Product/Module	Out of the Box functionality governed by the MLA	Depending on Specific Requirements could require configuration and would be governed by an SOW(s)	ELM Product Management Response/Clarification
8.3	Functional Requirement	**Export Reports**	The solution shall have the capability to export report results from the application in a variety of different formats (e.g. MS Word, MS Excel, XML, .csv, Adobe Acrobat, and HTML, etc.).			X		Agree
8.4	Functional Requirement	**Format Reports**	The solution shall have the capability to format all reports to accommodate multiple paper sizes and multiple viewing layouts/formats.			X		Agree
8.5	Functional Requirement	**Print Reports**	The solution shall have the capability to print report results from the application in a variety of different formats (e.g. MS Word, MS Excel, XML, .csv, Adobe Acrobat, and HTML, etc.).			X		Agree
8.6	Functional Requirement	**Third-Party Reporting Tool Support**	The solution shall provide the capability to create/modify reports (ad-hoc) via the use of COTS/third-party tools (e.g. Crystal Reports, Oracle Business Intelligence Enterprise Edition(OBIEE) solutions, or comparable products).				X	We allow this capability. IBM Cognos is an extremely powerful tool but the database itself can allow third party tools via Foreign Key implementation and/or various compatable data export features.
9	**Functional Requirement**	**Automated Workflow Management**	**Workflow management provides an infrastructure for the set-up, performance and monitoring of a defined sequence of tasks, arranged as a workflow application. Typically, Workflow Management is used to orchestrate tasks between systems and humans and it includes work item management, notifications (e.g. via email), triggers based on events, integration to external entities, and the application of business rules/logic.**			X		
9.1	Functional Requirement	**Automatic Notifications**	The solution shall provide the capability to program and generate automatic actions (e.g. email notifications) on a case and matter based on events (e.g. change of a status value, a date event) at various stages of the workflow.			X		Agreed
9.2	Functional Requirement	**Lifecycle Management**	The solution shall have the capability to track the complete lifecycle (e.g. from Intake, through Pre-Discovery, Discovery, Pre-Trial, the Trial, and any Appeals) of cases and matters.				X	Agreed, but may require customizaton depending on customer specific requirements.
10	**Functional Requirement**	**Business Rules Management**	**This section address requirements around automated business rules management and applications (e.g. calculations, configuration, etc.)**			X		
10.1	Functional Requirement	**Alert/Triggers**	The solution shall provide the capability to build "alerts/triggers" based on specific event(s) (as defined by City), on a City-specific schedule, or on-demand (as defined by City).				X	OOTB includes a number of automatic notifications, but depending on client specific needs may require additional customization.
10.2	Functional Requirement	**Attorney Assignment**	The solution shall provide the capability to assign specific attorney(s) based on a City-specified case and matter weighting system.			X		Attorneys can be assigned to Matters in OOTB. Our Law Firm Smart Select Solution (available in 19.2) will incorporate a configurable rating system at the firm level. Attorney level ratings/weightings would likely be a customization activity.
10.3	Functional Requirement	**Case and Matter**	The solution shall provide the capability to create business rules to suit the needs of each case and matter type.				X	May require customization on the specific needs.
10.4	Functional Requirement	**Case and Matter**	The solution shall provide the capability to define the appropriate business rules for setting up new Case and Matter numbers and have the capability to include letters, numbers, and other symbols (in appropriate combinations) as part of this naming convention.				X	Custom rules to define Matter/Case naming/numbering will require customization.
10.5	Functional Requirement	**Case and Matter**	The solution shall provide the capability to allow only specific users to close case and matters based on the user's specific security or role access.			X		Agreed
10.6	Functional Requirement	**Case and Matter**	The solution shall provide the capability to close case and matters automatically based on City-defined rules.				X	Rule definition can be supported via customization
10.7	Functional Requirement	**Case and Matter**	The solution shall provide the capability to disallow users from saving and exiting a case and matter without first saving specific and mandatory fields.			X		OOTB with standard required fields. Configuration required for newly required mandatory fields.

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10.8	Functional Requirement	Case and Matter	The solution shall provide the capability to prevent users from closing case and matters unless other specific values are entered based on City-defined rules (e.g. a Case and Matter cannot be closed without a formal legal deposition).				X	Can be supported via customization
10.9	Functional Requirement	Documents	The solution shall provide the capability to generate documents, events, system reports and notifications based on Case and Matter 'closure' and/or other triggering events.				X	Can be supported via customization
10.10	Functional Requirement	Notification	The solution shall provide the capability to notify case and matter-involved and/or other individuals of any case and matter status changes and other City-defined events.				X	Can be supported via customization
10.11	Functional Requirement	Task Management	The solution shall provide the capability to initiate the schedule of future tasks based on occurrence of prior tasks events as defined by City.				X	Can be supported via customization
10.12	Functional Requirement	Task Management	The solution shall provide the capability to route case and matters and assign work tasks based on City-specific rules and notifying users of those routed items.				X	Can be supported via customization
10.13	Functional Requirement	Ticklers/Reminders	The solution shall have the capability to trigger 'ticklers'/reminder based on user-defined conditions.				X	Can be supported via customization
10.14	Functional Requirement	Trigger Events	The solution shall provide the capability to trigger events, case and matter status changes, documents, and correspondence based on prior events.				X	Can be supported via configuration
10.15	Functional Requirement	User-Defined	The solution shall provide the capability to create user-defined business rules as needed.				X	This would be done typically at the Customer level vs allowing an everyday user to define a personal rule.
11	**Functional Requirement**	**Correspondence**	**This section addresses the requirements for generating and delivering correspondence (e.g. emails). This section focuses on the solution's built-in correspondence management capabilities. Integration requirements to other third-party correspondence management solutions (e.g. Microsoft Outlook and Exchange) is addressed in the Interoperability requirements under Non-Functional requirements.**			X		
11.1	Functional Requirement	**Distribution**	The solution shall provide the capability for automated/scheduled email distribution to CAO staff and/or external CAO Customers (i.e. outside Counsel).			X		Agreed
11.2	Functional Requirement	**Track Correspondence**	The solution shall have the capability to track any/all associated correspondence by individual involvement within a particular Case and Matter.		**Office Companion**	X		Agreed This assumes that correspondence is only that which is generated by Passport.
12	**Non-Functional Requirement**	**Security**	**Security is the capability of a system to prevent malicious or accidental actions outside of the designed usage, and to prevent disclosure or loss of information. A secure system aims to protect assets and prevent unauthorized modification of information. The solution needs to accommodate role-based security access to ensure proper control over sensitive personal and financial information.**			X		
12.1	Non-Functional Requirement	**Administration Access**	The solution shall provide the capability to restrict user access to Administration functions (e.g. creating/modifying user-defined fields, adding/modifying coded values, creating/modifying workflows, creating/modifying case and matter types).		**Administrator Training is Recommended**	X		Agreed

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12.2	Non-Functional Requirement	Agency/Practice Area Access	The solution shall provide capability to restrict access (e.g. case and matter, entities, content) based on the Agency/Practice Area. The following provides a sample of CAO Agency/Practice Areas: - Municipal Operations - Human Services Legal Service (HSLS) - DEN Legal - Litigation – Claims - Litigation – Employment - Administration			X		Agreed
12.3	Non-Functional Requirement	Audit Trail	The solution shall provide an "audit trail" functionality that will track/document (e.g. date/time and action performed) to activity on case and matters, entities, and workflow.			X		Agreed
12.4	Non-Functional Requirement	Case and Matter Access	The solution shall provide capability to restrict access to cases and matters based on its content (e.g. plaintiff name, claimant name, case and matter type). Matter types can be made private by configuration, and this would be governed by an SOW.				X	Attribute Level Security can be used to limit visibility to a field, but cannot be leveraged to restrict access to the Matter in the first place.
12.5	Non-Functional Requirement	Criminal Justice Information Services (CJIS)	The solution shall meet Criminal Justice Information Services (CJIS) security standards and guidelines.			X		
12.6	Non-Functional Requirement	Entity Access	The solution shall provide capability to restrict access to specific entities (e.g. Human Services Legal Service (HSLS) child welfare cases).			X		Agreed
12.7	Non-Functional Requirement	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security	The solution shall meet Health Insurance Portability and Accountability Act of 1996 (HIPAA) security standards and guidelines. Governed by BAA in MLA.					Not available. This item is being considered by GIS
12.8	Non-Functional Requirement	Report Access	The solution shall provide capability to restrict reports to specific users, roles, and agencies. Data in reports can be restricted by role.			X		Access to the report library is unrestricted. However, the data that appears on reports is controlled by the user's Passport authorization rights.
12.9	Non-Functional Requirement	Security Roles	The solution shall have the capability to create roles (e.g. security groups) to manage group access.			X		Agreed
12.10	Non-Functional Requirement	Security Roles	The solution shall have the capability to assign users to a specific role.			X		Agreed
12.11	Non-Functional Requirement	Security Roles	The solution shall have built-in functionality to control what data (e.g. case and matter detail, entity information, dockets) a specific individual user and/or role can create, read/view, update, and delete.			X		Agreed
12.12	Non-Functional Requirement	Sensitive Security Information (SSI)	The solution shall satisfy the requirements for the protection of Sensitive Security Information (SSI) as set forth at 49 C.F.R. Part 1520.				X	Some requirements met via our Archive and Purge. Other functionality is a PSG engagement.
13	Non-Functional Requirement	Availability	Availability defines the proportion of time that the system is functional and working. It can be measured as a percentage of the total system downtime over a predefined period. Availability will be affected by system errors, infrastructure problems, malicious attacks, and system load.			X		
13.1	Non-Functional Requirement	High-Availability	The solution shall be available 24 hours/day, 7 days/week, and 365 days/year ('24x7x365') for use by all City-authorized users.				High Availability is offered - but not purchased by City of Denver	See Hosting Services Exhibit.
14	Non-Functional Requirement	Interoperability	Interoperability is the capability of a system or different systems to operate successfully by communicating and exchanging information with other external systems written and run by external parties. An interoperable system makes it easier to exchange and reuse information internally as well as externally.			X		

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14.1	Non-Functional Requirement	Alfresco - Enterprise Content Management System	The solution shall provide the capability to integrate with the Alfresco Enterprise Content Management System to access contracts (e.g. documents) and cost information (e.g. task orders).			X		Agreed, assuming that Task Orders are in fact documents being stored in Alfresco. We do not support storage of documents simultaneously in both Passport and Alfresco. The customer must select either Passport or Alfresco for document storage.
14.2	Non-Functional Requirement	Microsoft Exchange/Outlook	The solution shall provide the capability to integrate with Microsoft Exchange/Outlook (e.g. Email, Calendar, Contacts, Reminders).		Office Companion	X		The description is wrong, it is mostly the description for the Outlook Module and not Office Companion.

Yes. Passport's Awarding Winning Office Companion Module brings together the key productivity features of Passport and makes them available in Microsoft Outlook with our Office Companion Module. Recently, Office Companion has been awarded a Silver Stevie Award (a.k.a. American Business Award) in the category of New Product or Service of the Year - Software - Integration Solution! The Office Companion Module supports:
· management of matter calendar events, tasks and narratives, as well as viewing of matter people contact information directly within Outlook
· Automatic linkage of inbound and outbound emails, including attachments, to their corresponding Matter or File, enabling easy efficient exchange and capture of case updates
· Ability to file emails to your favorite matters while in offline mode when not connected to the internet
· Managing of matter documents via Office Products such as Outlook, Word, Excel, and PowerPoint |
| 14.3 | Non-Functional Requirement | Microsoft Office 365 | The solution shall support and integrate with Microsoft Office 365. | | | X | | I think the answer is yes, but it would more clarity.

Yes. Office Companion supports on-premise or hosted Microsoft Exchange server, including Microsoft Office 365. Office Companion supports Microsoft Office 2010 32-bit, Microsoft Office 2013 32 bit, Microsoft Office 2016 32-bit or Microsoft Office O365 (windows desktop versions only). |
14.4	Non-Functional Requirement	Oracle Identity Management	The solution shall integrate with Oracle IdM for provisioning and single sign-on.			X		Agreed
15	Non-Functional Requirement	Usability	Usability defines how well the application meets the requirements of the user and consumer by being intuitive, easy to localize and globalize, providing good access to users with a variety of skills, and resulting in a good overall user experience.			X		
15.1	Non-Functional Requirement	Autocomplete	The solution shall provide the capability to autocomplete data were applicable (e.g. entering "M" in gender field should autocomplete to "Male").				X	With configuration

ID	Requirement Type	Requirement Name	Requirement Description	Description	Product/Module	Out of the Box functionality governed by the MLA	Depending on Specific Requirements could require configuration and would be governed by an SOW(s)	ELM Product Management Response/Clarification
15.2	Non-Functional Requirement	Auto-Populate City and State fields	The solution shall have the capability to 'auto-populate' city and state information when users inputs a zip code (in 'zip code' field).				X	Not OOTB, through customization
15.3	Non-Functional Requirement	Built-In Warnings/Alerts	The solution shall provide warnings/alerts when attempting irreversible tasks (e.g. deleting a case and matter).				X	With configuration
15.4	Non-Functional Requirement	City Internet Properties Access	The solution shall be available via City internet properties (e.g. 'denvergov.org').			X		Agreed
15.5	Non-Functional Requirement	Data Formatting	The solution shall apply standard/default data entry formatting in all applicable number fields (e.g. Phone Number (xxx) xxx-xxxx, Phone Ext. xx; Zip Code xxxxx-xxxx).				X	Not OOTB, through customization
15.6	Non-Functional Requirement	Hyperlinks	Case and Matter and Name records shall automatically hyperlink to any other Case and Matters and/or Names referenced already within them – allowing users to open those records as new 'tabs' (i.e. a new application session) with a single keystroke.				X	If a matter has been manually associated with another matter, the user can click the related matter link to open up that related record. The association to a related matter is not an automatic function.
15.7	Non-Functional Requirement	Mobile Devices	The solution shall support responsive design to allow access via mobile devices.		Passport Mobility	X		Agreed
15.8	Non-Functional Requirement	Modeless Interface	The solution shall provide users the capability to work on multiple tasks (e.g. matters, cases, etc.) simultaneously.			X		Agreed
15.9	Non-Functional Requirement	Remote Access	The solution shall be accessible remotely via secure network access methods.			X		Agreed
15.10	Non-Functional Requirement	Shortcuts/Navigation Bar	The solution shall be able to navigate the system using either shortcuts and/or a 'navigation bar.			X		Agreed
16	Non-Functional Requirement	Data Retention	Data Retention encompasses the retention of digital and hardcopy artifacts and media. This would include the policies that define how much historical information will be available in the system and in what conditions this information will be archived/removed.				X	
16.1	Non-Functional Requirement	Data Retention	The solution shall comply with the current City Data Retention Model and all applicable Retention Statutes.				X	
17	Non-Functional Requirement	Compliance	Compliance includes conforming to rules, such as a specification, policy, standard or law. This includes standards and guidelines as set by the City's Technology Services (TS).		Administrator / Designer Toolkits	X		Agree
17.1	Non-Functional Requirement	Criminal Justice Information Services (CJIS)	The solution shall be fully compliant with Section 140-1 of the FIPS (Federal Information Processing Standards) of NIST (National Institute of Standards and Technology) for all applicable 'data cryptography modules', which includes compliance with CJIS data security standards (as established by the FBI).			X		Agree
17.2	Non-Functional Requirement	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	The solution shall be fully compliant with all data security standards as set forth by HIPAA (the Health Information Portability and Accountability Act of 1996).			X		Agree
18	Transition Requirement	Data Migration	Captures the data migration requirements necessary to transition from the current solution to the new solution. This could include requirements such as data mapping, data cleanup/verification, data transfer (extraction/loading), and any other testing to ensure for a successful data migration.				X	
18.1	Transition Requirement	Practice Manager	The solution shall include data migration from multiple instances of the current "Practice Manager" system to the new solution.					
19	Transition Requirement	Training	Captures the training requirements necessary to use and maintain the new solution.		Training Package	X		

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19.1	Transition Requirement	Administration Training	The vendor shall provide adequate Administration Training (remote and onsite) as part of the solution's Implementation.		Training Package	X		
19.2	Transition Requirement	Configuration Training	The vendor shall provide sufficient detailed 'back-end configuration' training by allowing the City Project Team to participate in the initial Configuration process, thus reducing overall project costs to CAO.		Training Package	X		
19.3	Transition Requirement	End-User Training	The vendor shall provide adequate Application Training (remote and onsite) as part of the solution's Implementation.		Training Package	X		
20	Transition Requirement	Documentation	Captures the documentation requirements necessary to use and maintain the new solution. This would include document requirements such as user and Administration documentation, hardcopy and electronic artifacts, knowledge base, and other documentation as deemed necessary by the stakeholders.		Training Package	X		Agree
20.1	Transition Requirement	Documentation	The vendor shall provide ongoing updates to the documentation for as long as City holds 'current' software licenses for the chosen solution.		Training Package	X		Agree
21	Transition Requirement	System Migration	Captures the system migration requirements necessary to transition from the current solution to the new solution. This could include requirements such as orchestrating the cutover, special testing/validation, and any other requirements necessary to ensure a successful system migration.				X	
21.1	Transition Requirement	Practice Manager	The solution shall include system migration from multiple instances of the current "Practice Manager" system to the new solution.				X	
22	Transition Requirement	Quality Assurance	Captures the people/staff, process, and technology resources required to ensure that the solution has a high-degree of conformance to the explicit and implicit requirements.			XX		
23	Transition Requirement	Support	Captures the requirements necessary so that there is adequate resources and processes in place for ongoing support (e.g. help desk, etc.).			X		
23.1	Transition Requirement	Application Upgrades	The solution shall include all future upgrades (both major and minor versions), service releases (code patches), and any updated system documentation at no additional cost as part of a mutually-agreed upon 'Annual Support Contract'.			X		Agree
23.2	Transition Requirement	Communication Plan	The vendor shall coordinate with and advise City TS and CAO on an appropriate Support Communication Plan for all City/CAO users.			X		Agree
23.3	Transition Requirement	Support Strategy	The vendor will work with the City support team to align with internal and external support processes as follows: - All Application Support issues shall initially go to the City TS Service Desk and a Ticket shall be opened for each specific issue. Thereafter, any issue(s) in need of further escalation (i.e. Tier 2 and Tier 3) shall be directed to the vendor. - CAO DEN Legal (Airport) shall receive/use 'denvergov.org' user Logins specifically for the vendor's use (in addition to their normal 'flydenver.com' login); Any issues with this Login will be serviced and maintained by City TS Service Desk resources.			X		
24	Transition Requirement	Licensing	Captures requirements on the type of licenses, cost, reissuance, and other factors of licensing. Licensing requirements are often driven by the budgetary constraints of the business and technology stakeholders.				X	
25	Transition Requirement	Warranty	Captures requirements on warranties (e.g. Hardware, Software, Services) and the remediation related to the warranty (e.g. hardware replacement, monetary reimbursement, etc.)				X	

Contract Control Number:

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

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

                                            By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

                                            By_____

By_____

                                            By_____

These estimates are made in good faith and are based on the high-level requirements and assumptions provided in this SOW and are subject to change based on detailed requirements gathering, sprint priorities and planning, and on Client resource availability. A final, more accurate representation of this sprint plan will be represented after the project planning phase of this project and will be considered the baseline for the project. Any change requests throughout the life of this project will affect this estimated schedule.

Fees may be invoiced monthly in arrears on a time and material basis and payment is due within 30 days following client's receipt of invoice. ELM Solutions shall be entitled to reimbursement for reasonable travel and lodging related expenses, and shall use client preferred rates when applicable. Such expenses will be invoiced monthly in arrears as incurred.

AGREED:

City and County of Denver   Wolters Kluwer ELM Solutions, Inc.

By:_____   By: Jonah Paransky (Jul 26, 2019)
_____

Name:_____   Name: Jonah Paransky
_____

Title:_____   Title: EVP & General Manager
_____

Date:_____   Date: Jul 26, 2019
_____

Contract Control Number: TECHS-201948298-00

Contractor Name: WOLTERS KLUWER ELM SOLUTIONS, INC.

By: Jonah Paransky (Jul 26, 2019)

Name: Jonah Paransky

(please print)

Title: EVP & General Manager

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

COD 62_88

Final Audit Report   2019-07-26

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