FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT ("Amendment") is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") and **IPS Group, Inc.**, a corporation incorporated in the Commonwealth of Pennsylvania, whose principal place of business is located at 5601 Oberlin Drive, Suite 100, San Diego, CA 92121 (the Contractor or "IPS"), individually referred to as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, the Parties entered into an Agreement dated November 2, 2009; and

WHEREAS, the Parties desire to amend this Agreement, to extend the term, provide additional compensation to the Contractor, modify the existing pricing, and add new terms and conditions as set out below; and

WHEREAS, the City acknowledges that the Contractor has faithfully completed all prior obligations of the existing contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth, the Parties incorporate the recitals above and mutually agree as follows:

1. Article 3, **Term**, of the Agreement is hereby deleted in its entirety and replaced with the following:

   "The Term of the Agreement will commence on November 2, 2009 and will expire on October 31, 2019 (the "Term"). Subject to the Manager's prior written authorization, the Contractor shall complete and work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manger."

2. Article 4, Subsection D, **Maximum Contract Amount**, of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWENTY MILLION DOLLARS ($20,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the Exhibits and Attachments to this Agreement. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

3. Exhibit A, Section 1, **DEFINITIONS**, of this Agreement is hereby amended to add and replace the following paragraphs:

"IPS Meter: The term "IPS Meter" shall mean IPS Flexi-Pay Single Space Parking Meter or IPS Pay Station Collection Device. See Attachment 1"

Exhibit A, Section 7, **Essential Equipment and Hardware**, is hereby deleted in its entirety and replaced with the following:

"As part of this Agreement, the Contractor shall deliver Essential Equipment and Hardware for the City as needed. Essential Equipment shall be subdivided into three separate classes; A, B and C. The City shall bare all responsibility associated with domestic freight and shipping costs associated with Essential Equipment. The Contractor shall provide a 1-year performance warranty associated with all Class A Essential Equipment unless otherwise noted in this Agreement. The Contractor shall bare all responsibility associated with freight and shipping costs for equipment replaced during the warranty period. The warranty period shall commence at the time of acceptance. All pricing is exclusive of sales tax. Should sales tax be imposed for any reason, it will be the sole responsibility of the City.

Class (A) Essential Equipment shall include:

Item Description	Price/Unit
IPS M3 Single-Space Parking Meter without RFID tag	$415.00
IPS M5 Single-Space Parking Meter (non-NFC)	$475.00
IPS Parking Sensors	$150.00
IPS M3/M5 Single Space Parking Meters Upgrades for Parking Sensor Compatibility	$50.00
Installation of Parking Sensors	$50.00
IPS Revolution Pay Station Retrofit Kit	$1,500

The Contractor shall invoice the City for any Essential Equipment ordered.

Class (B) Essential Equipment will include Spare Parts for the Core Elements of IPS meters. All listed prices shall be firm and fixed for the extended term of this agreement Class B essential equipment shall include:

Item Description	M3	M5

	Price/Unit	Price/Unit
Coin Validator	$69.00	$69.00
Back Lexan Cover	$15.00	$15.00
Complete Top Cover	$69.00	$69.00
Lexan for Top Cover (stickers included)	$20.00	$20.00
Card Entry Die Cast	$19.00	$19.00
Hybrid Card Reader	$49.00	$49.00
Solar Panel Board	$49.00	$49.00
Coin Entry Slot	$2.00	$2.00
Keypad	$25.00	$25.00
Rear LED Board	$15.00	$15.00
Validator Connector Board	$15.00	$15.00
Solar Panel Only	$25.00	$25.00
Solar Panel / Comms Board	$165.00	$165.00
Main Board	$165.00	$185.00
Display Board (without NFC)	$49.00	$89.00
RFID Tag	$10.00	$10.00
Standard Battery Pack	$29.00	$20.00
Extended Life Battery Pack	n/a	$30.00

Item Description	IPS Revolution Price/Unit
Card Reader Only	$49.00

Card Reader Assy with PCBA	$129.00
Coin Validator Assy	$69.00
Main Operating Board (with LCD and modem)	$700.00
Main Operating Board (with modem, without LCD)	$575.00
LCD Display (with armored glass)	$125.00
Printer	$615.00
4 Button Horizontal Keypad	$69.00
4 Button Vertical Keypad	$69.00
Pay-by-Space Keypad Assembly	$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	$249.00
Battery 7Ah	$69.00
Battery 10 Ah	$99.00
Additional Coin Canister	$105.00
Coin Shutter	$199.00
Paper Rolls	$29.50

NOTE: Initial spare parts included at no additional shipping cost. All future spare parts orders are FOB IPS Group Inc., San Diego, CA.

The Consultant shall invoice the City for any essential equipment ordered.

Class (C) Essential Equipment will include any parts, materials, tools or devices deemed necessary by Right-of-Way Enforcement for the maintenance and proper operation of the City's on-street parking infrastructure. Class (C) essential equipment includes but is not limited to:

- Meter Housings
- Meter Casing
- Meter Vaults
- Videx Cyberlock system, or acceptable key/lock alternative
- Parking meter poles

- Other reasonable and necessary parts or equipment that is directly related to maintaining the integrity of the IPS parking system."

4. Exhibit B, Section A, **Base Compensation**, of this Agreement is hereby amended to add the following paragraph:

"Effective November 1st 2014, as base compensation during the remainder of the Term of Agreement for providing and operation the OPMS, providing all OPMS Software and performing all related services, the City agrees to pay and the Contractor agrees to accept, as full compensation, a fee of Four Dollars and Seventy-three Cents ($4.73) per Active Single Space Meter per month. The Contractor will invoice the City monthly for the total number of Active Single Space Meters handled by the Contractor during the previous month.
This fee is subject to annual Consumer Price Index increase/decrease adjustment based on the US Department of Labor, Bureau of Labor Statics, Consumer Price Index for All Urban Consumers (CPI-U) for "US City Average"."

"Effective November 1st 2014, as base compensation during the remainder of the Term of Agreement for Providing and operation of the OPMS, providing all OPMS Software and performing all related services, the City agrees to pay and the Contractor agrees to accept, as full compensation, a fee of Forty Five Dollars ($45) per current active Pay Station per month and zero dollars ($0) per credit card Gateway fee. Credit card fees are not inclusive of any additional fees charged by the City's Bank or Processor.

5. Exhibit B, Section B, **Secure Gateway Fee**, of this Agreement is hereby amended to add the following paragraph:

"Effective November 1st 2014, the City agrees to pay and the Contractor agrees to accept, as full compensation, a fee of twelve cents ($0.12) per single space meter credit card transaction processed for supplying a secure communications gateway for card processing. The Contractor will invoice the City monthly for the total number of secure transactions administered by the Contractor during the previous month." This fee is subject to annual Consumer Price Index increase/decrease adjustment based on the US Department of Labor, Bureau of Labor Statics, Consumer Price Index for All Urban Consumers (CPI-U) for "US City Average"."

6. Exhibit B, of this Agreement is hereby amended to add the following paragraph:

"**F. Sensor Communication Fee:**

1) Effective November 1ˢᵗ 2014, the City agrees to pay and the Contractor agrees to accept, as full compensation, a fee of three dollars and fifty cents ($3.50) per Functional Sensor per month for data communicated between the sensor and the meter on a daily basis. This fee shall not apply to inactive sensors.

2) Effective November 1ˢᵗ 2014, the City agrees to pay and the Contractor agrees to accept, as full compensation, a fee of two dollars and seventy five cents ($2.75) per active Real Time Enabled Sensor per month in addition to the Functional Sensor fee describe for data communicated between the sensor and the meter in real-time.

7. Attachment 1, of this Agreement is hereby amended to add the following paragraph:

"IPS RETROFIT AND MS1 PAY-STATIONS DESCRIPTION

The OPMS will operate in conjunction with the IPS Pay-Station Retrofit Kits or New MS1 Pay-Station Meters. Whereas the IPS Revolution Retrofit Kit is a direct replacement upgrade that fits into the City's existing multi-space cabinets, the MS1 is a new stand-alone pay-station set for new deployment. Units can operate as pay-and-display, pay-by-space or pay-by-license plate. The parties hereby understand that such IPS Pay-Stations, along with any parts or devices required for their basic functionality, may be procured from the Contractor as outlined in this Agreement.

All existing pay stations subject to Revolution retrofit will use the City's existing pay-station cabinets, collection process, etc.

Upon either the installation of the new MS1 IPS Pay-Stations or Contractor's retrofitting of existing stations, all such pay stations shall have the following characteristics:
- Will feature high-grade, corrosion-resistant stainless steel cabinet.
- Accepts credit cards, debit cards, smart cards and coins.
- Solar powered with rechargeable battery pack (3 yr guarantee).
- PCI Compliant for real-time credit/debit card authorization.
- Large transflective monochrome LCD with armored glass
- Wirelessly networked and connected to a web-based management system.
- No external power is required when using solar capabilities
- Will allows for real-time credit card authorizations and meter status reporting."

8. A new Addendum 1, entitled **Cloud Security Requirements**, is hereby added to the Agreement to read:

ADDENDUM 1

Cloud Security Requirement

A. DEFINITIONS

1.1 *"Data"* means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Addendum, and includes City Data, End User Data, and Protected Information.

1.2 *"Data Compromise"* means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

1.3 *"Documentation"* means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made publically available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City.

1.4 *"Downtime"* means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.

1.5 *"End User"* means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Addendum.

1.6 *"End User Data"* includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.

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

1.8   **_"Protected Information"_** includes but is not limited to personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, the Colorado Constitution; the Colorado Consumer Protection Act (Colo. Rev. Stat. Ann. § 6-1-716); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164).

1.9   **_"Project Manager"_** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Addendum. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

1.10   **_"Services"_** means Contractor's computing solutions, provided over the Internet to City pursuant to this Addendum, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.

1.11   **_"Third Party"_** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

1.12   **_"City Data"_** includes credentials issued to City by Contractor and all records relating to City's use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

2.   RIGHTS AND LICENSE IN AND TO CITY AND END USER DATA

2.1   The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to City and End User Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Addendum solely for the purpose of performing its obligations hereunder.

2.2   All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.

2.3   This Addendum 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 Addendum.

2.4   City retains the right to use the Services to access and retrieve City and End User Data stored on Contractor's Services infrastructure at any time at its sole discretion.

3.   DATA PRIVACY

3.1   Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Addendum and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law, this Agreement or authorized in writing by City.

3.2   Contractor will provide access to City and End User Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Addendum. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Addendum 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 Addendum; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

4.   DATA SECURITY AND INTEGRITY

4.1   All facilities used to store and process City and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.

4.2   Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage (if applicable) at a level equivalent to or stronger than 128-bit level encryption. For any sensitive data (such as credit card information), it will be stored in a manner consistent with PCI-DSS standards.

4.3   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.

4.4   Prior to the Effective Date of this Agreement, Contractor (or its subcontractors, as applicable) will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year (or per the standards of the associated certification), and immediately after any actual or reasonably suspected Data Compromise:

a)   A SSAE 16/SOC 2 audit of Contractor's (or its subcontractor's, as applicable) security policies, procedures and controls;
b)   Certification under either NIST FIPS 200 or ISO 27001 and 27002.
c)   A vulnerability scan, performed by a City-approved Third Party scanner, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement;
d)   A formal penetration test, performed by a process and qualified personnel approved by City, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

Vulnerability and Penetration Testing performed in accordance with Payment Card Industry Data Security Standards (PCI-DSS) and PCI-DSS Level 1 certification shall be considered sufficient for the purposes described above for items b, c, and d.

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

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

4.7   City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.

4.8   Contractor shall protect City and End User Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits, along with Contractor's

5.   DATA COMPROMISE RESPONSE

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

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

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

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

5.5   Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

5.6   Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from City.

5.7   Notwithstanding any other provision of this Addendum, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full

for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

5.8   The Contractor shall not be liable in any way for any such breach, data compromise, unauthorized access or disclosure involving City or End User Data where access to and disclosure of such information resulted directly from the actions of City Employees or access by any Third Party that was authorized by the City to have such access.

6.   DATA RETENTION AND DISPOSAL

6.1   Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Addendum.

6.2   Using appropriate and reliable storage media, Contractor will regularly backup City and End User Data and retain such backup copies for a minimum of twelve (12) months.

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

6.4   Contractor will retain logs associated with End User activity for a minimum of twelve (12) months.

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

7.   DATA TRANSFER UPON TERMINATION OR EXPIRATION

7.1   Upon termination or expiration of this Addendum, Contractor will ensure that all City and End User Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to City and End User Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.

7.2   Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to Contractor's facilities to remove and destroy City-owned assets and Data.

7.3   Along with the notice described above, Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.

7.4   Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.

7.5   Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal Downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

8.   <u>WARRANTIES, REPRESENTATIONS AND COVENANTS</u>

8.1   <u>Services Warranty</u>. Contractor represents and warrants that the Services provided to City under this Addendum shall conform to, be performed, function, and produce results substantially in accordance with the Documentation. Contractor shall offer City warranty coverage equal to or greater than that offered by Contractor to any of its customers. Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Addendum and receive

a pro rata refund of all amounts paid to Contractor under this Addendum during which time the breach was incurred, but shall not be attributable to any prior period for which no breach had occurred.

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

8.3   Intellectual Property Warranty. Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Addendum; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Addendum.

8.4   Warranty of Authority. Each party represents and warrants that it has the right to enter into this Addendum. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Addendum. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Addendum.

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

8.6   Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.

9.   **CONFIDENTIALITY**

9.1   Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

9.2   The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Addendum; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena)..

9.3   Nothing in this Addendum shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Addendum.

9.4   Except as expressly provided by the terms of this Addendum, Receiving Party agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Addendum. Contractor further acknowledges that by providing Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Addendum. Receiving Party further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Manager or the Originating Party and will immediately notify the Originating Party if any information of the Originating Party is requested from the Receiving Party from a third party.

9.5   Receiving Party agrees, with respect to the Confidential Information, that: (1) Contractor

shall not copy, recreate, reverse engineer or decompile such Data or Confidential Information, in whole or in part, unless authorized in writing by the Manager of the Originating Party; (2) Receiving Party shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such Data or Confidential Information; and (3) Receiving Party shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such Data or Confidential Information or work products incorporating such Data or Confidential Information to the Originating Party.

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

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

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

   b) Account credential lifecycle management from instantiation through revocation

   c) Account credential and/or identity store minimization or re-use when feasible

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

11.   Vendor Supported Releases. The Contractor shall maintain the currency (when appropriate) all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (*e.g.*, Java JRE, code signing certificates, .NET, jquery pluggins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

12.   Oracle Identity Management. Within 90 Days of the Execution of this Agreement, the Contractor will provide the City with a detailed level of effort to meet the Technology Service Requirements as outlined within this Section. These services will be implemented, regardless of actual effort, at a cost not to exceed Fifty Thousand Dollars ($50,000) within 240 days. The contractor will make every effort to contain and limit this cost. The Contractor will provide a detailed account of expenses associated with scope will associated costs as outlined in Exhibit B Section D of the original agreement.

Required Scope:

A. **Software as a Service (SaaS) Application:**
   a. Must have the ability to federate as the Service Provider (SP) with the City and County of Denver's (CCD) implementation of Federation Service in Access Manager, as the Identity Provider (IDP).
   b. Must have the ability to support user account management (provision and de-provision) via specific public connector – OR – generic published connector. Web service connector requires a vendor provided WSDL for account management.
B. Internally hosted application with CCD employees as end users:
   a. LDAPS supported authentication
   b. Allow us to leverage a published Identity Management (including but not limited to Oracle Identity Management) Connector to provision and de-provision employee user accounts. Documentation on these connectors can be found here: http://docs.oracle.com/cd/E22999_01/index.htm

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_____

Contract Control Number: PWADM-CE95036-01

Contractor Name: IPS GROUP INC

By: _CCOP RCC_

Name: _CHAD P. RANDALL_
    (please print)

Title: _Chief Operating Officer_
    (please print)

ATTEST: [if required]

By: _Not Required_

Name: _____
    (please print)

Title: _____
    (please print)