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MASTER SERVICES AGREEMENT

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THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**" or "**Customer**") and **Zuora, Inc**. a Corporation incorporated in Delaware, and whose address is 101 Redwood Shores Pkwy, Redwood City, CA 94065 ("**Zuora**" or "**Contractor**"), individually a "Party" and jointly "the Parties."

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RECITALS

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WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in subscription management and billing solutions and Zuora has agreed to provide the hosted solution, services and other deliverables under the terms and conditions as set out below; and

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

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

    1.1. "**API Sandbox Tenant**" means a Non-Production Tenant identified as an "API Sandbox Tenant" (or its equivalent, if renamed) on the applicable Order Form. "**Non-Production Tenant**" means a Tenant the use of which is restricted to processing non-production data solely for evaluation and/or testing. "**Tenant**" means a single, discrete operational environment within Zuora's SaaS environment in which Customer may use the Service. "**Production Tenant**" means a Tenant that Customer is permitted to use to process live Customer Data for production use in accordance with the applicable Order Form;

    1.2. "**Confidential Information**" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in

verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA.

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

1.4. "**Content**" means the audio and visual information, documentation, software, products and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

1.5. "**Customer Data** and **City Data**" both mean all data, information or material received by the Service from Customer or Customer's Users in the course of accessing or using the Service, including credit card data;

1.6. **"Data Incident"** means any accidental or deliberate event that results in or constitutes the unauthorized access, loss, disclosure, modification, disruption, or destruction of City Data. As applicable to the Service provided, Data Incidents may include, without limitation (i) successful attempts to gain unauthorized access to the City Data stored within the Services; (ii) the unauthorized use of City Data; or (iii) changes to the City Data without the City's knowledge, instruction, or consent. It shall also include any actual unauthorized access to, or unauthorized acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data.

1.7. **"Documentation"** means: (i) the Zuora® SaaS service for subscription relationship management, accessible via http://www.zuora.com and/or another Web site or IP address designated by Zuora, and as further described at https://knowledgecenter.zuora.com?cid=EDI-0001; and/or (ii) the RevPro® service for revenue management automation, accessible via http://www.zuora.com and/or another Web site or IP address designated by Zuora, and as further described at https://knowledgecenter.zuora.com/Zuora_RevPro/Zuora_RevPro_Overview, one or

both of which Zuora provides to Customer under an Order Form to this Agreement.

1.8. **"Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement.

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

1.10. "**Equipment**" means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Zuora under this Agreement.

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

1.12. "**Normal Communication Channels**" means the online channels through which Zuora normally communicates important information to its customers, e.g., Zuora's online Knowledge Center and community site, and/or the email address(es) provided by Customer (Customer must opt-into Zuora's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

1.13. "**Order Form**" means a quote in the form attached hereto as an exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by the City pursuant to Zuora's online ordering process.

1.14. **"PCI"** means payment card information including any data related to credit card

holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

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

1.16. **"Privacy Laws"** means all laws and regulations regarding data privacy and transmission of Protected Information that apply to Zuora's provision of the Service to Customer (e.g., storing and processing Customer Data in connection with the Service);

1.17. **"Protected Information"** includes, but is not limited to, PII, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq*., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information.

1.18. **"Service"** means (i) the Zuora® SaaS service for subscription relationship management, accessible via http://www.zuora.com and/or another Web site or IP address designated by Zuora, and as further described at https://knowledgecenter.zuora.com?cid=EDI-0001; and/or (ii) the RevPro® service for revenue management automation, accessible via http://www.zuora.com and/or another Web site or IP address designated by Zuora, and as further described at https://knowledgecenter.zuora.com/Zuora_RevPro/Zuora_RevPro_Overview, one or both of which Zuora provides to Customer under an Order Form to this Agreement. "Service" also includes, without limitation, all other components of the applicable Service, and all related Content and Zuora Technology;

1.19. **"Service Level Agreement(s)"** mean the provisions set forth on Exhibit C attached hereto, which are incorporated into this Agreement by this reference. For purposes of clarification, City represents and agrees that the Service Level Agreement shall not apply to "Zuora University" or such other similar training as described in the Documentation.

1.20.   **"Subcontractor"** means any third party engaged by Zuora to aid in performance the Service. Upon request, Zuora shall promptly provide to the City a list of Subcontractors providing material services to the Service.

1.21.   **"Term Year"** means each of the three (3) specific 12-month periods (each with a "Start Date" and an "End Date") as further identified on the Order Form, during which City may access the Service.

1.22.   **"Third Party"** means persons, corporations and entities other than Zuora, the City or any of their employees, contractors or agents.

1.23.   **"Third-Party Host"** means that the servers where Zuora's Service resides are at physical location, which is not controlled by Zuora, sometimes called "managed hosting," for example, Amazon Web Service.

1.24.   **"Transaction"** and "**Transaction Record**" both mean, with respect to RevPro, each discrete transaction record input into RevPro, originating from Customer's internal financial systems, including contract lines, order lines and invoice lines. For purposes of clarification, the Parties agree that standalone invoices that do not reference to a sales order are counted as part of Transaction Record Volume, but invoices which reference a sales order are not counted as part of Transaction Record Volume, as stated in the applicable Order Form. For the avoidance of doubt, if the identical transaction record is input into the Service via multiple forms (e.g. the identical transaction record appears on an invoice and on an order and/or contract) it shall only be counted as one single Transaction Record. Customer may input Transaction Records into RevPro that are not Completed as of the Effective Date. For purposes of this Agreement, the term "**Completed**" means that the revenue for the Transaction Record has been 100% recognized for accounting purposes. Twelve (12) months after a Transaction Record is Completed, Zuora will offload it to archival storage within the production system that will be available to Customer during the term of this Agreement on a "read-only" basis.

1.25.   **"User(s)"** means Customer's customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service; and

1.26.   **"Zuora Technology"** means all of Zuora's and its licensors' proprietary technology that Zuora makes available to Customer as part of or in connection with the

Service (including, without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

2. OWNERSHIP OF SERVICE & CITY DATA; GRANT OF LICENSE

2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City. City consents to Zuora using City Data solely to provide the Service to City and to otherwise meet Zuora's obligations under this Agreement.

2.2. All City Data is and shall remain the property of the City and shall in no way become attached to the Service. Except as permitted herein, Zuora shall have no rights in or to the City Data without the express written permission of the City.

2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, Content, or intellectual property, except as expressly stated in the Agreement.

2.4. The Service is the property of Zuora and its licensors, and is protected by copyright, patent, trade secret and other intellectual property laws. Zuora and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. City's right to use the Service is limited to the rights expressly granted in this Agreement and the applicable Order Forms. All rights not expressly granted to City are reserved and retained by Zuora and its licensors

2.5. Subject to the terms and conditions of this Agreement, Zuora hereby grants to City the non-exclusive, non-transferable (except as specified in Section 27 (Assignment; Subcontracting)), worldwide, royalty-free right to access and use the Service during the Service Term in accordance with the limitations in this Agreement and the terms of all applicable Order Form(s) and SOW (e.g., any usage volume terms and limitations to particular City legal entities, business units, projects, brands, products and/or services set forth therein). The number of Production Tenants and API Sandbox Tenants to which City is entitled generally depends on the edition of the Zuora Service to which City subscribes, as further detailed in Zuora's online Knowledge Center found at https://knowledgecenter.zuora.com?cid=EDI-0001 or https://knowledgecenter.zuora.com/Zuora_RevPro/Zuora_RevPro_Overview, as

applicable. City is permitted to use the RevPro Service ("**RevPro**") solely to process its own Transactions and those of its Affiliates.

3. **PCI DSS COMPLIANCE**

3.1. Zuora shall remain in compliance with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "**Association**"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) and the Payment Application Data Security Standard (PA-DSS) (collectively, the "**Security Guidelines**"). Zuora represents and warrants that the Service is now, and will be PCI DSS compliant during the term of this Agreement. All "Service Providers" (as such term is defined by the PCI Security Council) that Zuora uses under the Agreement must be recognized by Visa as PCI DSS compliant. Zuora 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 credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Zuora further certifies that the Equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.

3.2. Zuora shall demonstrate its compliance with PCI DSS by providing the City, promptly upon request, and no more than once per year during the term of this Agreement, an executed Attestation of Compliance. Zuora will provide verification to the City, promptly upon request, and no more than once per year during the term of this Agreement, that the applicable modules of Zuora's system(s) that interface with or utilize credit card information are PCI DSS compliant.

3.3. Zuora shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, and shall prohibit disclosure of any and all cardholder information. In the event of a Data Incident involving credit card information of any kind, Zuora shall notify the City in writing pursuant to the Data

Incident response notification requirements in Section 7.2, and shall provide, at Zuora's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

3.4. Upon written request, Zuora must promptly provide a copy of the quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance. No review, approval, or audit by the City shall relieve Zuora from liability under this section or under other provisions of this Agreement.

3.5. If any Association requires an audit of Zuora or any of Zuora's Service Providers, agents, business partners, contractors or Subcontractors due to a Data Incident related to this Agreement, Zuora agrees to cooperate with such audit to the extent it is commercially reasonable and so long as it does not materially impact the security, confidentiality, or availability of the Service. If as a result of an audit of the City it is determined that any loss of information is attributable to Zuora, Zuora shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve Zuora from liability under this section or under other provisions of this Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1. City is responsible for all activity occurring under City's accounts (except to the extent any such activity is caused by Zuora) and for complying with all laws and regulations applicable to City's use of the Service. City also must (a) notify Zuora promptly upon becoming aware of any unauthorized use of any City password or account (or any other breach of security of the Service) and (b) notify Zuora promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorized copying, distribution or other misuse of any aspect of the Service.

4.2. City must not, without Zuora's prior written consent, cause or engage in the: (a) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement, (City may allow its own customers to access the functionality or output of the Service, excluding RevPro, via interfaces, portal applications and the like, solely for City's internal business purposes in accordance with the applicable Order Form); (b) creation of any modifications or

derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks (for example, by impersonation of another User of the Service or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any City Data in connection with the Service for which City lacks sufficient ownership or other rights; (g) deletion, removal, obscuration, mutilation, or destruction of any proprietary notice or legend contained in the Service; or (h) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any illegal spam, or any material that is harmful to children or violates any third party privacy rights). City also must use reasonable security measures to access the Service and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service. Zuora also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in this Agreement.

4.3. If City or its third party service provider processes any credit card information using the Service, City (and/or such service provider, as applicable) will: (a) comply with their responsibilities under the Payment Card Industry Data Security Standard ("**PCI DSS**"); (b) implement and maintain reasonable security measures to protect all cardholder data in their possession or control; and (c) not take any action in connection with using the Service that places Zuora in non-compliance with the PCI DSS (for example, storing any cardholder data in any custom fields of the Service).

5. <u>DATA SECURITY AND INTEGRITY</u>

5.1. Zuora will only use City Data in the manner permitted by this Agreement; provided, however, that:

5.1.1. City hereby authorizes Zuora and its Affiliates to use City Data solely to provide the Service to City and to otherwise meet Zuora's obligations under this Agreement, including engaging subprocessors and contractors to provide the Service to City in

accordance with this Agreement (Zuora remains liable for such Affiliates', subprocessors' and contractors' compliance with this Agreement); and

5.1.2. City hereby warrants that, to the extent required by laws applicable to Zuora's provisioning of the Service to City and the Parties' respective obligations under this Agreement, City has provided all proper notices required under applicable law and obtained from its personnel, customers and all legally-required third parties all rights and permissions legally necessary to grant the authorizations in Section 5.1.1 and to use the Service in the manner contemplated by this Agreement.

5.2. Zuora and its Affiliates will provide access to City Data only to those employees, subprocessors, contractors and Subcontractors ("**Zuora Staff**") who need to access City Data to fulfill Zuora's obligations under this Agreement. To the extent permitted by applicable law, Zuora will ensure that, prior to being granted access to City Data, Zuora Staff who perform work under this Agreement have all undergone and completed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.

5.3. If Zuora receives Protected Information of a Colorado resident under this Agreement, Zuora 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 Zuora's business and its operations. Unless Zuora agrees to provide its own security protections for the information it discloses to a third-party service provider, Zuora 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. Zuora and its third-party Service Providers that maintain electronic or paper documents that contain Protected Information of a Colorado resident under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.

5.4. Zuora may provide City Data to its agents, employees, assigns, contractors and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, contractors and Subcontractors who require access to perform their obligations under this Agreement. Zuora shall ensure all such agents, employees, assigns, contractors and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, contractor or Subcontractor has access to any Confidential Information.

5.5. City acknowledges and agrees that (i) as of the Effective Date, Zuora's data centers are located in the United States ("**US**") and European Union ("**EU**"); (ii) Zuora will have no obligation hereunder, now or in the future, to provide a data center in any other location; and (iii) City is expressly prohibited from using the Service and/or any Zuora Technology to process, store or host any Protected Information that may not be processed, stored or hosted in the US and/or EU.

5.6. City further acknowledges and agrees that City's Tenant(s) will be hosted in Zuora's US data center(s). City's Tenant(s) may be accessed remotely for support and technical operations purposes from outside of the US.

5.7. Any Zuora data center(s), whether Zuora-hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and commercially reasonable practices at a level sufficient to provide the Service and to secure City Data from unauthorized access, destruction, use, modification, or disclosure. Such measures, when applicable due to the presence of Protected Information, may include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI DSS from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure

Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and any HIPAA Business Associate Addendum attached to this Agreement, if applicable.

5.8. While provisioning the Service to City under this Agreement, Zuora shall do all of the following:

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

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

    5.8.3. comply with all applicable State and federal rules and regulations related to overall security , privacy, confidentiality, integrity, availability, and auditing;

    5.8.4. promptly report all known Data Incidents;

    5.8.5. upon request supply (on a confidential basis) to City a summary copy of its then-current audit report(s) or certificates ("**Report**"), that may include PCI DSS Level 1, SOC 1, SOC 2, and ISO 27001, so that City can verify Zuora's compliance with this Agreement;

    5.8.6. to the extent permitted by applicable law, perform background checks in a form (which includes, but is not limited to, social security number trace, criminal check, and employment verification) on all of its respective employees performing Services or having access to City Data provided under this Agreement;

    5.8.7. following written request by the City, provide notice that any applicable background checks required under Section 5.8.6 have been performed; and

    5.8.8. ensure that all City Data will be encrypted in transmission (including via web interface) and that Financial Account Data (as defined below) will be encrypted in storage by a strong encryption method and standard approved by the National Institute of Standards and Technology (NIST).

5.9. No less than once per year, and as soon as commercially reasonable after any Data Incident, Contractor will perform, or have performed by qualified personnel, as applicable:

5.9.1. Either a SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls.

5.9.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, including public facing websites, that are used to deliver the Service under this Agreement. Any reported findings must include the vulnerability, age and remediation plan for all issues identified as critical or high.

5.9.3. A formal penetration test of those Contractor systems and facilities used to deliver Service under this Agreement.

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

6.1. If Zuora receives a subpoena, warrant, legal order, demand, request, notice or is required by a court of competent jurisdiction or an administrative body to disclose City Data, then unless as otherwise expressly prohibited by law, and unless doing so would materially prejudice Zuora's rights, Zuora will:

6.1.1. notify the City in writing promptly upon receiving notice of such requirement and prior to any such disclosure;

6.1.2. consult with the City regarding its response;

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

6.1.4. upon request, provide the City with a copy of its response.

6.2. If the City receives a subpoena, warrant, legal order, demand, request, notice or is required by a court of competent jurisdiction or an administrative body to disclose City Data maintained by Zuora, the City will promptly notify Zuora in writing and Zuora will cooperate with the City's reasonable requests to supply copies of that portion of the City Data to City that is required for the City to respond.

7. DATA INCIDENT RESPONSE

7.1. Zuora shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation.

7.2. If Zuora becomes aware of any Data Incident, it shall:

7.2.1. Notify the City promptly, but no later than seventy-two (72) hours after discovery, and cooperate with the City regarding any recovery, remediation, and whether to

involve law enforcement, as may be mutually determined by the City and Zuora. If there is a Data Incident impacting residents of Colorado, Zuora shall reasonably cooperate with the City to satisfy notification requirements pursuant to applicable Federal, State, or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, then, subject to Section 24 (Limitation of Liability), Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take 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.

7.2.2. Take steps to reduce the likelihood of a similar type of Data Incident from recurring.

7.2.3. Authorize an investigation by an independent third-party qualified PCI Forensic Investigator (PFI) as applicable.

7.2.4. Inform the City of the Data Incident by providing a report, either orally or in writing, promptly upon discovery thereof, but in no event more than seventy-two (72) hours after Zuora reasonably believes that the Data Incident occurred (any oral reports by Zuora regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable after provided).

7.2.5. Investigate the circumstances, extent and causes of the Data Incident and provide the results of its investigation, if any, to the City and continue to keep the City informed of the progress of its investigation until the issue has been effectively resolved.

7.3. To the extent such information is not available to the City through Zuora's self-help tools available through the Service, Zuora's obligation under Section 7.2.5 shall include (if known): (i) the nature of the unauthorized use or disclosure, (ii) the City Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Zuora has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Zuora has taken or shall take to prevent a similar Data Incident from recurring.

7.4. Within five (5) calendar days of the date Zuora becomes aware of any such Data Incident, Zuora shall have completed implementation of corrective or mitigating actions to remedy

the Data Incident. Zuora will reasonably restore the City's access to the Services and prevent further similar Data Incidents.

7.5. Zuora shall reasonably cooperate with the City's investigation of, and response to any such Data Incident.

7.6. Except as otherwise required by law or as may be permitted or necessary to comply with its obligations hereunder, Zuora will not disclose or otherwise provide notice of a Data Incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

8. RETENTION AND DISPOSAL OF CITY DATA UPON WRITTEN REQUEST

8.1. Using appropriate and reliable storage media, Zuora will regularly backup the City Data and retain such backup copies consistent with its data retention policies.

8.2. At the City's election, Zuora will either securely destroy or, subject to Section 9.1, transmit to the City any backup copies of the City Data. Promptly after receiving a written request, Zuora will supply the City with a certificate indicating that the City Data has been disposed of, the date disposed of, and the method of disposition used.

8.3. Promptly after receiving a written request from City indicating that the City Data may be relevant to reasonably anticipated litigation, Zuora will preserve the state of the City Data and place a "hold" on its destruction or disposal under its usual records retention policies. In such an event, the City will promptly coordinate with Zuora regarding the preservation and disposition of City Data. Zuora shall continue to preserve the City Data until further notice by the City; provided, however, that the City shall make reasonable commercial efforts to obtain a copy of such preserved City Data in accordance with Section 9.1 as soon as practically possible after which Zuora's obligation to preserve City Data under this section shall be extinguished, and City shall be responsible for payment of any Fees (as defined below) for such period of preservation.

9. TRANSFER OF CITY DATA UPON EXPIRATION OR TERMINATION

9.1. The Service allows City to export and back-up City Data at its discretion, and Zuora encourages City to do so regularly. City will need assistance from Zuora, however, to export credit card account information or other City Data (e.g., ACH direct debit account information) that is subject to the PCI DSS or other financial industry rules or regulations regarding account information (collectively, "**Financial Account Data**"). Zuora will

provide Financial Account Data only to recipients that have the required certifications and qualifications (e.g., certification to receive information that is subject to the PCI DSS). Any export or transfer of Financial Account Data after expiration or termination of this Agreement must occur no later than thirty (30) days, and will require City to first pay all amounts owed Zuora and to sign a separate, mutually agreed-upon written agreement to (a) help ensure the security and integrity of such data is maintained, and (b) give Zuora reasonable protection against liability relating to extraction, transfer and potential misuse of such data; provided, however, that the City will not be required to indemnify Zuora against third party claims under such written agreement. Zuora will assist with one extraction of Financial Account Data free of charge; City will be charged for any other data extraction at Zuora's prevailing Professional Services rates. Notwithstanding anything contained in this Agreement to the contrary, the preceding three (3) sentences (commencing with the sentence that begins with "City will need assistance from Zuora…" and ending with "…potential misuse of such data.") shall not apply to RevPro.

9.2. Regardless of the basis for expiration or termination of this Agreement, Zuora will not be obligated to retain any City Data for longer than thirty (30) days after any such expiration or termination, unless otherwise agreed in advance by the Parties in writing.

10. **SERVICE LEVELS**. Zuora will provide technical support for the Service in accordance with Exhibit C to this Agreement (Support and Service Level Agreement) as long as City is entitled to receive support under the applicable Order Form and this Agreement.

11. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES**.

11.1.   Each Party will comply with all applicable laws in performing its respective obligations under this Agreement. Any Zuora personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities, so long as the City has provided copies of such policies to Zuora within a reasonable time prior to the arrival of any Zuora personnel.

11.2.   ADA Compliance and Testing.

11.2.1. Testing. All Contractor managed or operated public-facing digital experiences (e.g., websites and webpages) must be compliant with Section 508 of the Rehabilitation Act of 1973 and the WCAG 2.0 Level AA guidelines (collectively, "Guidelines"). Prior to launching to the public, Contractor shall test all public-facing

digital experiences, both manually and in an automated fashion, as applicable, to confirm and maintain compliance with the Guidelines, and then subsequently, no more than once per each Term Year thereafter. Such manual and automated testing may only be performed by a third party vendor approved by the Department of Justice. The City has a list of approved third party vendors. The City does not warrant the work of any third party vendor. All testing under this section shall be performed by third party vendors at the Contractor's expense.

11.2.2. <u>Validation, Review and Remediation</u>. Contractor will notify City when its digital experience is ready for City review and validation. City will then validate, prior to launch and each Term Year thereafter, to confirm that the digital experience is compliant with the Guidelines. Manual validation of the Contractor's digital experience will be verified by City with approved vendors and individuals of varying disabilities which shall include individuals who are blind, deaf or hard of hearing, and who have mobility or dexterity limitations, at City's expense. Upon completion of all validation, a review will be performed by the City's web accessibility coordinator to confirm completion of all accessibility requirements. In the event that any deficiencies are discovered in the Contractor's digital experience, City will promptly notify Contractor, and Contractor will remediate prior to launch. A digital experience will not launch until all deficiencies are remediated. All digital experiences must include a statement on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues. In the event that the digital experience fails compliance at any time, Contractor shall bring the digital experience into compliance within ninety (90) days, which may be extended by mutual written agreement of the Parties. Failure to bring the digital experience into compliance for any reason within such time, except as may be mutually extended by the written agreement of the parties, shall be a breach of this Agreement.

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

12.1. Each Party represents and warrants to the other that, in connection with such Party's execution, delivery or performance of this Agreement: (a) it has the legal power and authority to enter into this Agreement; (b) this Agreement has been duly authorized,

executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (c) to the best of its knowledge, no authorization or approval from any third party is required; (d) to the best of its knowledge, this Agreement does not violate the terms or conditions of any other legally binding agreement; and (f) it shall comply with all applicable federal, state, and local laws and regulations.

12.2.   Zuora further represents and warrants that:

12.2.1. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data;

12.2.2. The Service will perform substantially in accordance with the relevant documentation and the Service description found at https://knowledgecenter.zuora.com?cid=EDI-0001 (except for RevPro, for which the relevant Service description is found at https://knowledgecenter.zuora.com/Zuora_RevPro/Zuora_RevPro_Overview), or such other location(s) as Zuora shall, from time to time, advise City, under normal use and circumstances;

12.2.3. In addition to the warranty in subsection 12.2.2., the Service, as configured by Zuora pursuant this Agreement, will perform in a manner that delivers the operational functionality described in Requirement Traceability Matrix attached to this Agreement;

12.2.4. Professional Services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

12.2.5. It has the requisite ownership, rights and licenses to perform its obligations under this Agreement as contemplated hereby and to grant to the City all rights with respect to the Service free and clear from all liens, adverse claims, and encumbrances of any Third Party;

12.2.6. As of the Effective Date, there are no pending or threatened lawsuits, claims, disputes or actions against Zuora: (i) alleging that the Service infringes, violates or

misappropriates any Third-Party rights; or (ii) that would adversely affect its ability to perform its obligations hereunder; and

12.2.7. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Zuora's Normal Communication Channels, of any scheduled changes Zuora believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"). (As a multi-Tenant SaaS vendor, Zuora reserves the right to make Enhancements and other changes to the Service, including occasional deprecation and removal of certain features and functionality, subject to the Service warranty in Section 12.2.2. and 12.2.3.)

12.3.   If Zuora breaches the warranty in this Section 12.2.2, Customer's exclusive remedy and Zuora's sole obligation will be for Zuora to make reasonable efforts, at its own expense, to correct or replace that portion of the Service which fails to conform to such warranty, and, if Zuora is unable to correct such breach of warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, the City may, in its sole discretion, either extend the time for Zuora to cure the breach, or terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any annual fees prepaid under such Order Form(s) that are unused as of the termination effective date.

12.4.   EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) ZUORA AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) ZUORA AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CITY'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. ZUORA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CITY HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY ZUORA. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND

OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. ZUORA IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ZUORA. CITY AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

13. CONFIDENTIALITY

13.1.   As used in this Agreement, "**Confidential Information**" means (in addition to the definition above) information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, City's Confidential Information includes, without limitation, City Data, Protected Information and City's non-public business plans, and Zuora's Confidential Information includes, without limitation, Zuora's non-public business plans, all non-public aspects of the Zuora Technology, and the results of any evaluation of the Service performed by or on behalf of City for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2.   Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "**Purpose**"). For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that does not include Protected Information is not prohibited.

13.3.   Recipient also must not disclose to any Third Party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.4.   Recipient's obligations under <u>Section 13</u> do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without using any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of confidentiality obligation. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not breach this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

13.5.   As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information

and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

13.6.   Exchange of Confidential Information is subject to all applicable export laws and regulations. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported. Each Party also specifically agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments).

13.7.   Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of this Agreement and for three (3) years after any expiration or termination of this Agreement; provided, however, that Recipient's obligations under this Agreement will continue to apply to Confidential Information that qualifies as a trade secret under applicable law for as long as it so qualifies.

14. COLORADO OPEN RECORDS ACT.

The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Zuora of such request in order to give Zuora the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Zuora shall intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

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

15.1. User ID Credentials. Internal corporate or City (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:

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

15.1.2. Account credential lifecycle management from instantiation through revocation;

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

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

15.2. Vendor Supported Releases. Zuora shall, in its absolute sole discretion, maintain appropriate versions of all third-party software used in the development and execution or use of the Service in or to comply with its obligations under Section 12.2.2.

15.3. Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM, as of the Effective Date. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless of where the application is hosted. City has reviewed Zuora's integration capabilities and its authorization and authentication procedures as further detailed in the Documentation. City represents that such capabilities and procedures satisfy City's requirements and Zuora 's obligations under this Section 15.3.

16. PROFESSIONAL SERVICES

16.1. If City wishes to purchase any training, implementation or other professional services from Zuora relating to the Service ("**Professional Services**"), Zuora and the City's Chief Information Officer or designee are authorized to mutually execute one or more separate SOW containing the relevant terms and conditions, the cost of which combined with the other services under this Agreement shall not exceed the Maximum Agreement Amount. Zuora Professional Services are separate and apart from the Service,

and it is expressly understood that the City is purchasing the Service, and that Zuora will thereafter configure it pursuant to the Professional Services purchased by City, and as further set forth in the applicable SOW. Except to the extent expressly set forth to the contrary in any applicable SOW, the following provisions will apply to all SOW:

16.1.1. As between City and Zuora, City will retain all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for City without any contribution by Zuora and provided to Zuora under the SOW. City grants Zuora a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, distribute, create derivative works of, and otherwise use such City-owned materials in connection with providing the Service during the Term of this Agreement and otherwise performing its obligations under this Agreement;

16.1.2. As between City and Zuora, Zuora will retain all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Zuora (either alone or jointly with City or others) and provided to City under the SOW, and any derivative works thereof, excluding any incorporated City Confidential Information (collectively, "**Zuora PS Materials**"); and

16.1.3. Subject to the terms of this Agreement, Zuora grants City a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, create derivative works of, and otherwise use internally the Zuora PS Materials in connection with the Service during the Term of this Agreement.

16.2.   Nothing in this Agreement will prohibit, restrict or limit (i) Zuora from performing similar Professional Services for any third party, or (ii) City from hiring any third party to perform similar Professional Services (though City is not permitted to give any direct competitor of Zuora access to the Service or any Zuora PS Materials without Zuora's prior written consent).

16.3.   Zuora agrees that, in connection with the performance of Professional Services, it shall coordinate and work in good faith to cooperate with designated third parties referenced in the applicable SOW (or in a subsequent change order, as applicable) that are

providing products or services to the City and that affect Zuora's performance of the Professional Services.

17. <u>TERM, TERMINATION & EFFECT OF TERMINATION</u>.

17.1.   This Agreement will begin on the Effective Date and continue in effect until all Order Forms attached hereto and SOW expire or are terminated in accordance with this Agreement (e.g., <u>Section 17.5</u>), which may be done concurrently with termination of this Agreement.

17.2.   The Service term will begin on the first day of the first Term Year set forth in the Order Form and shall continue thereafter for thirty-six (36) consecutive months through the last day of the last Term Year set forth therein ("**Service Term**"). After the end of the Service Term the City shall have the option to extend the Agreement for an additional thirty six months (in which case an amendment to this Agreement shall be needed) at the prices set out in the Order Form.

17.3.   Subject to the exclusive remedy provisions in this Agreement (e.g., in the sections regarding warranties and Service Credits) either Party may terminate the Order Form, SOW and/or this Agreement for cause upon written notice if the other Party fails to cure any material breach thereof within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach; provided, however, that: (a) if City terminates an Order Form, SOW and/or this Agreement for uncured material breach, then City will be entitled to a refund, on a pro rata basis, of any Fees prepaid thereunder that are unused as of the termination effective date; and (b) if Zuora terminates an Order Form, SOW and/or this Agreement for uncured material breach, then all amounts owed by City thereunder will become due and payable.

17.4.   Notwithstanding anything to the contrary in <u>Section 41</u>, <u>Sections 1, 2, 4.2, 9, 13, 16, 17, 18, 20, 23, 24, 27-35, 38-46,</u> of this Agreement will survive any expiration or termination hereof.

17.5.   The City has the right to terminate this Agreement without cause upon thirty (30) days prior written notice to Zuora; provided, however, that in the event of any such termination without cause, any and all unpaid amounts owed by City for that annual Term Year in which the termination occurred , including any unpaid Fees (defined below) for

the unused remainder of the applicable annual Term Year, shall become immediately due and payable, and City shall not be entitled to any refund for any prepaid portion thereof.

18. ORDERS, FEES AND PAYMENT

18.1.   If City requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, City must provide to Zuora such valid PO conforming to the applicable Order Form or SOW in time for City to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral City document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

18.2.   Zuora reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Service Term of the relevant Order Form(s), by notifying City in writing at least thirty (30) days before the end of the then-current Service Term, provided any increases do not conflict with the Order Form attached to this Agreement.

18.3.   City must pay all fees and charges in accordance with this Agreement, the City's Prompt Payment Ordinance, and the Order Form and SOW ("**Fees**"). No Fees under the SOW are due prior to services being rendered. Except to the extent otherwise expressly stated in this Agreement, or in an Order Form or SOW:

18.3.1. Notwithstanding Section 17.3, all obligations to pay annual Service Fees and transaction Fees are non-refundable once paid;

18.3.2. City must make all payments without setoffs, withholdings or deductions of any kind;

18.3.3. City must pay all invoices for Fees due under the Order Form and SOW, in accordance with the City's Prompt Payment Ordinance, within thirty-five (35) days after City receives such invoice (invoices are deemed received when Zuora emails them to City's designated billing contact); and

18.3.4. all payments must be in U.S. Dollars.

18.4.   Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), Zuora is permitted to process such payment on the date of Zuora's invoice.

18.5.　　In accordance with each Order Form: (i) Zuora charges and collects in advance the annual fees for use of the Service based on the edition of the Service subscribed to by City, and City's contracted usage volume(s) using the Service (after each Term Year, Zuora will invoice Customer for such annual fees applicable to the next Term Year at the commencement thereof); and (ii) if City's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, City will have an obligation to pay any additional usage-based Fees, as described in such Order Form.

18.6.　　City's failure to pay some or all of a Zuora invoice due to a good faith dispute will not constitute a breach of this Agreement (or the relevant Order Form(s) and/or SOW), or justify imposition of any late payment or collection fees or suspension of the Service, for as long as City satisfies its obligations under the Prompt Payment Ordinance; provided, however, that City does not withhold payment of any Fees for the Service on the basis of a dispute regarding Professional Services and, conversely, does not withhold payment of any Professional Services Fees on the basis of a dispute regarding the Service.

18.7.　　City agrees to provide Zuora accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of City's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. City shall update this information within thirty (30) days after any changes to billing contact information, via email to notices@zuora.com with a copy to Zuora's Accounts Receivable team at ar@zuora.com. City shall also maintain, at all times during the Service Term, at least one User who is a current employee and is authorized to administer City's use of the Service (e.g., by creating accounts and resetting passwords).

18.8.　　Subject to Section 18.6, if City fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Zuora may have under this Agreement or applicable law, if City's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Zuora, which may be provided via email to City's designated billing contact, Zuora may temporarily suspend City's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 17.3. City will

continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such City delinquency.

18.9. Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all amounts that are subject to a good faith dispute shall be made in accordance with Section 18.3.

18.10. Maximum Agreement Liability:

18.10.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED AND TEN DOLLARS** ($4,477,210.00) (the "**Maximum Agreement Amount**"). The City is not obligated to execute an Agreement or any amendments for the Service or any Professional Services performed by Zuora beyond that specifically described in the applicable Order Form or SOW. Provisioning the Service or performing any Professional Services beyond those in the applicable Order Form or SOW, are provisioned or performed at Zuora's risk and without authorization under the Agreement.

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

18.11. The City shall promptly notify Zuora in writing, as soon as practically possible, but in no case less than thirty-five (35) days prior to the commencement of the next Term Year in the event that it fails, or believes that it is likely to fail, to obtain the necessary funds, appropriated annually by the Denver City Council as set forth in Section 18.10.2, that would be required to meet its obligations for any portion of the next Term Year.

18.12. Notwithstanding anything to the contrary, and subject to the exclusive remedy in Section 17.3(a), City may terminate the Agreement for cause if any of Contractor's executive officers are convicted, plead nolo contendere, enter into a formal agreement in

which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination pursuant to this paragraph is effective upon receipt of notice.

18.13.   If City terminates the Order Form, SOW and/or this Agreement pursuant to Section 17.3(a), Contractor shall have no claim against the City for any Fees arising from, or relating to, the period following the date of such termination.

19. **STATUS OF ZUORA**.

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

20. **EXAMINATION OF RECORDS AND AUDITS**.

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

21. **WHEN RIGHTS AND REMEDIES NOT WAIVED**. In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and

the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

22. <u>INSURANCE</u>

22.1.   <u>General Conditions</u>: 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 any policies written on a claims-made basis shall be maintained 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-" VII or better. Contractor shall be responsible for the payment of any deductible or self-insured retention for the insurance coverages required in this Paragraph 22. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor may 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.

22.2.   <u>Proof of Insurance</u>: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor shall provide the certificate of insurance attached as <u>Exhibit B</u>, preferably an ACORD certificate, evidencing the insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

22.3.   <u>Additional Insureds</u>: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor's insurer(s) shall include the City and County

of Denver, its elected and appointed officials, employees and volunteers as additional insured.

22.4.   Waiver of Subrogation: For all coverages required under this Agreement, except Technology Errors & Omissions, Contractor's insurer shall waive subrogation rights against the City.

22.5.   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 Contractor's 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 to Contractor's knowledge no such rejections have previously been effected as of the date Contractor executes this Agreement. Notwithstanding anything in this Section 22.5 to the contrary, the obligations herein shall only apply to the extent that Zuora employees are physically working on City property under this Agreement.

22.6.   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.

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

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

22.9.   Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services

required by this Agreement) who are directly performing Professional Services under this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

22.10. Additional Provisions:

22.10.1. For Commercial General Liability, the policy must provide the following:

22.10.1.1. That written agreements are Insured contracts under the policy;

22.10.1.2. Defense costs are outside the limits of liability;

22.10.1.3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

22.10.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

22.10.2. For claims-made coverage:

22.10.2.1. The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the City, whichever is earlier.

22.10.2.2. 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, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

23. DEFENSE AND INDEMNIFICATION

23.1. Specific Indemnities. In addition to the indemnity in Section 23.6, Zuora hereby agrees to defend and indemnify City, its appointed and elected officials, agents and employees, from and against all liabilities, claims, judgments, suits or demands for damages asserted by a third party (collectively, "Indemnified Claims"), and arising out of, resulting from, based upon, or relating to:

23.1.1. a breach of Zuora's confidentiality obligations under Section 13 (Confidentiality);

23.1.2. a breach of Zuora's PCI DSS and data security and privacy obligations under <u>Section 3</u> (PCI DSS Compliance) and <u>Section 5</u> (Data Security and Integrity), except to the extent resulting from the negligent or wrongful acts or omissions of City;

23.1.3. an allegation that use of the Service or Zuora's performance of Professional Services in accordance with this Agreement and the applicable Order Form or SOW infringes a copyright in any country or a patent of the U.S.A., a member state of the European Union, Canada or Australia;

23.1.4. Zuora's gross negligence, tortious willful misconduct, and fraud under this Agreement;

23.1.5. death, bodily injury, or damage to tangible property of City caused by Zuora under this agreement;

23.1.6. a breach of Zuora's obligations concerning employment discrimination under <u>Section 36</u> (Employment Discrimination);

23.1.7. a breach of Zuora's obligations under <u>Section 14</u> (Colorado Open Records Act);

23.2. <u>Specific Remedy for IP Infringement</u>. If (a) any aspect of the Service is found by a court, or in Zuora's reasonable opinion is likely to be found by a court, to infringe upon a third party Intellectual Property Right, or (b) the continued use of the Service is enjoined, Zuora will promptly and at its own expense: (i) obtain for City the right to continue using the Service in accordance with this Agreement and the applicable Order Form(s) without materially impairing its functionality, security, or performance; (ii) modify the item(s) in question to no longer be infringing without materially impairing its functionality, security, or performance; or (iii) replace such item(s) with a suitable and compatible non-infringing functional equivalent. If, after reasonable efforts, Zuora determines in good faith that options (i), (ii) and (iii) are not feasible, Zuora will terminate the applicable Order Form or portion thereof and refund to City on a pro rata basis any Fees paid by City for such infringing element(s) that are unused as of the removal date.

23.3. Zuora will have no obligation or liability for any claim under <u>Section 23.1.3</u> to the extent arising from: (x) the combination, operation or use of the Service with any product, device, Software or service not supplied by Zuora or reasonably anticipated by the Parties, to the extent the combination creates the infringement; or (y) the unauthorized alteration or modification by City of the Service.

23.4.   Zuora's obligation to defend and indemnify City under Section 23.1 is contingent upon the City: (a) promptly giving notice of the Indemnified Claims once they are known; (b) giving Zuora sole control of the defense and settlement of the Indemnified Claims and not compromising or settling the Indemnified Claims without Zuora's approval (though Zuora must not settle such claim unless the settlement unconditionally releases the City of all liability and does not adversely affect the City's business in a material manner); and (c) providing appropriate information and reasonable cooperation to Zuora in connection with the Indemnified Claims. Zuora's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

23.5.   Any other Indemnified Claims not subject to Section 23.1 shall be subject exclusively to the provisions set forth in Section 23.6 (Indemnity for all Other Third Party Claims).

23.6.   Indemnity for all Other Third Party Claims

23.6.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, 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 under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the negligence or willful misconduct of City.

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

23.6.3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in

defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

23.7.   This Section 23 shall survive the expiration or termination of this Agreement in accordance with Section 41.

23.8.   THE FOREGOING ARE THE ZUORA'S SOLE OBLIGATIONS, AND THE CITY'S EXCLUSIVE REMEDIES WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 23.

24. LIMITATION OF LIABILITY

24.1.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR:

24.1.1. SUMS DUE ZUORA UNDER APPLICABLE ORDER FORMS AND SOW;

24.1.2. ZUORA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 23.1 (WHICH SHALL BE SUBJECT TO THE LIABILITY CAPS SET FORTH IN SECTION 24.2 BELOW);

24.1.3. DAMAGES ARISNG FROM ZUORA'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 13 (CONFIDENTIALITY) (WHICH SHALL BE SUBJECT TO THE LIABILITY CAPS SET FORTH IN SECTION 24.3.1 BELOW);

24.1.4. DAMAGES ARISING FROM ZUORA'S BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (PCI DSS COMPLIANCE) OR SECTION 5 (DATA SECURITY AND INTEGRITY), (WHICH SHALL BE SUBJECT TO THE LIABILITY CAPS SET FORTH IN SECTION 24.3.2 BELOW);

24.1.5. ZUORA'S GROSS NEGLIGENCE, TORTIOUS WILLFUL MISCONDUCT, AND FRAUD UNDER THIS AGREEMENT (WHICH SHALL NOT BE SUBJECT A LIABILITY CAP); AND

24.1.6. DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PROPERTY OF CITY CAUSED BY ZUORA UNDER THIS AGREEMENT SHALL NOT BE LIMITED (WHICH SHALL NOT BE SUBJECT A LIABILITY CAP);

24.1.7. ZUORA'S INDEMNIFICATION OBLIGATION UNDER SECTION 23.6 (WHICH SHALL BE SUBJECT TO THE LIABILITY CAPS SET FORTH IN SECTION 24.2 BELOW);

NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL EXCEED THREE TIMES THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CITY IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

24.2. EXCEPT AS MAY BE FURTHER INCREASED IN ACCORDANCE WITH SECTION 24.5 THE TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE ARISING FROM OR RELATING TO:

24.2.1. ZUORA'S OBLIGATIONS UNDER SECTION 23.1.1 SHALL NOT EXCEED TEN MILLION DOLLARS ($10,000,000);

24.2.2. ZUORA'S OBLIGATIONS UNDER SECTION 23.1.2 SHALL NOT EXCEED TEN MILLION DOLLARS ($10,000,000);

24.2.3. ZUORA'S OBLIGATIONS UNDER SECTIONS 23.1.3, 23.1.4, 23.1.5, 23.1.6 OR 23.1.7 SHALL NOT BE LIMITED;

24.2.4. ZUORA'S OBLIGATIONS UNDER SECTION 23.6 SHALL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000);

24.3. EXCEPT AS MAY BE FURTHER INCREASED IN ACCORDANCE WITH SECTION 24.5 THE TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE ARISING FROM OR RELATING TO:

24.3.1. ZUORA'S BREACH OF IT'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 13 (CONFIDENTIALITY) SHALL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000);

24.3.2. ZUORA'S BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (PCI DSS COMPLIANCE) OR SECTION 5 (DATA SECURITY AND INTEGRITY) SHALL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000);

24.4.   EXCEPT FOR THOSE CLAIMS SET FORTH IN <u>SECTION 23.1.4, SECTION 23.1.5, SECTION 23.1.6</u> AND <u>SECTIONS 24.1.3, 24.1.5, OR 24.1.6</u>, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; <u>PROVIDED, HOWEVER</u>, THAT NOTWITHSTANDING THE FOREGOING, AND SUBJECT TO THE LIABILITY CAP SET FORTH IN <u>SECTION 24.2.1</u> AND <u>SECTION 24.3.1</u>, AS APPLICABLE, THIS <u>SECTION 24.4</u> SHALL BE CONSTRUED TO PERMIT RECOVERY OF INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL OR SPECIAL DAMAGES – BUT NOT ANY LOST PROFITS, LOST REVENUE, LOST GOODWILL OR PUNITIVE DAMAGES – DIRECTLY RESULTING FROM ZUORA'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER <u>SECTION 13</u> (CONFIDENTIALITY). FOR PURPOSES OF THIS <u>SECTION 24.4</u>, THE FOLLOWING ARE HEREBY DEEMED TO BE DIRECT DAMAGES (I.E., SUBJECT TO THE LIMITATIONS SET FORTH IN <u>SECTION 24.2.2</u> AND <u>SECTION 24.3.2</u>) WHEN RESULTING FROM ZUORA'S BREACH OF ITS OBLIGATIONS UNDER <u>SECTION 3</u> (PCI DSS COMPLIANCE) OR <u>SECTION 5</u> (DATA SECURITY AND INTEGRITY): COSTS OF NOTIFICATION TO CITY'S CUSTOMERS AND/OR GOVERNMENTAL AUTHORITIES; A DATA INCIDENT INVOLVING PROTECTED INFORMATION; OR COSTS OF CREDIT MONITORING SERVICES.

24.5.   THE TOTAL AGGREGATE LIABILITY FOR CLAIMS SUBJECT TO <u>SECTIONS 24.2.1, 24.2.2, 24.2.4, 24.3.1 AND 24.3.2</u> SHALL INCREASE BY AN ADDITIONAL TWO-HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000) FOR EVERY ONE-HUNDRED MILLION DOLLARS ($100,000,000) OF TRANSACTIONAL COMMITED

VOLUME (AS SUCH TERM IS DEFINED IN THE ORDER FORM) THAT EXCEEDS THREE MILLION DOLLARS ($3,000,000) IN THE APPLIACBLE TERM YEAR GIVING RISE TO THE CLAIM.

24.6.   THE TERMS OF THIS <u>SECTION 24</u> APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

24.7.   THE PROVISIONS OF THIS <u>SECTION 24</u> ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CITY AND ZUORA, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.

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

26. **<u>TAXES, CHARGES AND PENALTIES</u>**. The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. Upon request from Zuora, the City shall promptly provide Zuora with required documentation to exempt any transactions contemplated hereunder (i.e., an exemption certificate).

27. **<u>ASSIGNMENT</u>**. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that Zuora may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

28. **NO THIRD-PARTY BENEFICIARY**. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Zuora receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

29. **NO AUTHORITY TO BIND CITY TO CONTRACTS**. Each Party lacks any authority to bind the other on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

30. **ENTIRE AGREEMENT**. This Agreement, together with attached Exhibits, any applicable Order Forms and SOW (including any other terms referenced in any of those documents), comprises the entire agreement between City and Zuora regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

31. **SEVERABILITY**. Except for Sections 18.10 and 18.11, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

32. **CONFLICT OF INTEREST**

32.1.   No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Zuora shall not knowingly hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

32.2.   Zuora shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Zuora represents that it has disclosed any and all known current conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Zuora by placing Zuora's own interests, or the interests of any party with whom Zuora has a contractual arrangement, in conflict with Zuora's obligations to the City.

33. <u>NOTICES</u>.

33.1.   All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail with return receipt requested, or mailed via United States mail with postage prepaid.

<u>If to Zuora:</u>

Zuora, Inc.

Attn: Legal Department

101 Redwood Shores Pkwy,

Redwood City, California 94065

<u>If to the City:</u>

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

33.2.   With respect to all other notices, City may email Zuora at notices@zuora.com, and Zuora may email City's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

33.3.   Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses

where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **DISPUTES**. All disputes between the City and Zuora arising out of or regarding the Agreement may be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f).

35. **GOVERNING LAW; VENUE**. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Zuora 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.

36. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under this contract, Zuora 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.

37. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**. Zuora shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Zuora from City facilities or participating in City operations.

38. **LEGAL AUTHORITY**. Each Party represents and warrants to the other that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement, together with any applicable Order Forms and SOW (including any other terms referenced in any of those documents) or addendum or amendments thereto. Each person signing and executing the Agreement on behalf of either

Party represents and warrants to the other that he has been fully authorized by such Party to execute the Agreement on behalf of the Party and to validly and legally bind the Party to all the terms, obligations and provisions of the Agreement.

39. **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.

40. **ORDER OF PRECEDENCE**. In the event of any conflicts between this Agreement, any Order Form, and/or any SOW, the following order-of-precedence applies: this Agreement takes precedence and prevails over any Order Form and/or any SOW solely with respect to the subject matter thereof; the Order Form takes precedence and prevails over the SOW solely with respect to the subject matter thereof.

41. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

42. **INUREMENT**. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

43. **FORCE MAJEURE**. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of Equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("**Excusable Delay**")

herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

44. **PARAGRAPH HEADINGS**. The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

45. **CITY EXECUTION OF AGREEMENT**. This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

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

47. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**. Each Party consents to the use of electronic signatures by the other. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by either Party. 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.

48. **ADVERTISING AND PUBLIC DISCLOSURE**. Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the 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. Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

49. **COMPLIANCE FOR IN-SCOPE SERVICES**. Each Party will comply with Privacy Laws, as applicable, based on the classification of the data relevant to its performance under the Agreement. Such obligations may arise from:

49.1.   Health Information Portability and Accountability Act (HIPAA);

49.2.   IRS Publication 1075;

49.3.   Payment Card Industry Data Security Standard (PCI-DSS);

49.4.   FBI Criminal Justice Information Service Security Addendum; and

49.5.   CMS Minimum Acceptable Risk Standards for Exchanges.

Each Party further covenants and agrees to maintain compliance with the same when appropriate for the data and Services provided under the Agreement. Zuora further agrees to exercise reasonable due diligence to ensure that all of its Service Providers, agents, business partners, contractors, Subcontractors and any person or entity that may have access to City Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or City Data may be utilized within the Services that change the compliance requirements. If compliance requirements change, Zuora and the City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. If compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the agreement for cause.

50. **ON-LINE AGREEMENT DISCLAIMER**. Notwithstanding anything to the contrary herein, neither Party shall be subject to any provision included in any terms, conditions, or agreements appearing on a Party's (or, subcontractor's or agent's) website or any provision incorporated into any click-through or online agreements related thereto unless specifically referenced in this Agreement.

51. **PROHIBITED TERMS**. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

ATTACHED EXHIBITS
EXHIBIT A
Exhibit A includes the following documents:
1.   Exhibit A - City of Denver Phase 1 SOW v 1.0
2.   Exhibit A - City of Denver Zuora Final Order Form
3.   Exhibit A - CCD RTM_SOW Mapping v 1.4
4.   Exhibit A - CCD Integration Requirements v 1.3
5.   Exhibit A - DOF Billing Requirements v 1.0
6.   Exhibit A - Check Digit Routine 2 1 2 1

7.   Exhibit A - DOF Receipting Requirements 2017

8.   Exhibit A - Lockbox BAI Data Transmission Guidelines and Formats Description

9.   Exhibit A - Wholesale Lockbox - Scannable Document Specifications 01122015113913

10.   Exhibit A - Wholesale Lockbox - OPEX Paper and Envelope Specs for Scannable Lockbox

EXHIBIT B – CERTIFICATE OF INSURANCE

EXHIBIT C – SUPPORT AND SERVICE LEVEL AGREEMENT

Contract Control Number: TECHS-202055087-00
Contractor Name: ZUORA INC

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

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:

_____   _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: By:

_____   _____

                                                                    By:

                                                                    _____

Contract Control Number: TECHS-202055087-00
Contractor Name: ZUORA INC

By: Sarah Long

Name: Sarah Long
     (please print)

Title: Director, Deal Desk
     (please print)

ATTEST: [if required]

By: _____

Name: _____
     (please print)

Title: _____
     (please print)

DENVER THE MILE HIGH CITY **TECHNOLOGY SERVICES**

EXHIBIT A

This Exhibit includes the following documents:

1. Exhibit A - City of Denver Phase 1 SOW v 1.0
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7. Exhibit A - DOF Receipting Requirements 2017
8. Exhibit A - Lockbox_BAI_Data_Transmission_Guidelines_and_Formats_Description
9. Exhibit A - Wholesale Lockbox - Scannable Document Specifications_01122015113913
10. Exhibit A - Wholesale_Lockbox_-
    _OPEX_Paper_and_Envelope_Specs_For_Scannable_Lockbox

Exhibit A - City of Denver Phase 1 SOW v 1.0

Statement of Work for

City of Denver

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March 23, 2020
Zuora, Inc.
City of Denver Phase 1 SOW

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1. Introduction

This Statement of Work ("**SOW**") is entered into, effective as of the later date of signature (the "SOW **Effective Date**"), by Zuora, Inc. ("**Zuora**") and City of Denver ("**Customer**"). Zuora and Customer may be referred to in this SOW individually as a "**Party**" and collectively as the "**Parties**." This SOW incorporates by reference, and is subject to the Parties' Master Subscription Agreement ("Agreement") in effect as of the date of this SOW . In the event of a material conflict between the Agreement and this SOW, the terms and conditions of this SOW governs with respect to the subject matter of this SOW only. Unless otherwise defined in this SOW, capitalized terms have the meaning indicated in the Agreement.

Zuora will perform the Professional Services described in this SOW, which may include consultation, configuration, integration, project management and training. Zuora will not start performing such Professional Services under this SOW until both Parties sign this SOW and the Agreement. This SOW and the Agreement constitute the Parties' complete agreement regarding the Professional Services and other matters addressed in this SOW.

2. Overview and Business Objectives

Customers are currently looking to optimize their subscription management & revenue processes through the implementation of the Zuora Nine Platform Service. Customer's business objectives in implementing the Service include the following:

- Consolidate billing across public works into a single platform
- Establish an extensible platform allowing City of Denver to integrate with other systems to create a fully automated order to revenue process

3. Summary of SOW Delivery Approach

The objective of the SOW is for Zuora to help complete the implementation activities identified in the scope of this SOW.

Customer's and Zuora's main respective responsibilities with respect to the implementation are identified in this section and elsewhere in this SOW. Where Zuora is designated to have the primary responsibility for certain activities, successful and timely completion depends on participation by, and key content from, Customer's subject matter experts, as well as decisions and approvals from Customer's leadership team and other assumptions set forth in this SOW. Likewise, where Customer has the primary responsibility for certain activities, Zuora will provide appropriate cooperation and input. Where the Parties are jointly responsible for certain activities, the Parties will collaborate in good faith to resolve issues in accordance with the relevant mutually agreed priorities and the other terms of this SOW.

A summary of scope, assumptions, Customer's relevant use cases, and the Parties' respective responsibilities appear in various sections of this SOW. Zuora has relied on information provided by Customer during the sales cycle in estimating the applicable fees, timeline and level of effort and resources required for the Professional Services under this SOW. Based on that information, Zuora anticipates a 21-week project exclusive of post deployment support, to configure the Service for Customer use to the point where the Service reaches the "Go Live" milestone. **"Go Live"** means a **Production Tenant** is configured for the processing of "live" Customer Data.

This SOW is based on assumptions and information known as of the SOW Effective Date. During the "Define" project stage of the implementation, Zuora will gather additional detailed information about Customer's requirements and use cases, based upon which the scope of the implementation may change, resulting in a post-design Change Order mutually agreed by the Parties. The Change Order process is set forth in Appendix A to this SOW.

3.1 Project Stages

This SOW will be delivered based on Zuora's standard methodology for implementation of the Service. Zuora follows a six stages implementation approach as to which Zuora and Customer will mutually agree to align methodologies where/as needed including key activities and artifacts. During the SOW execution, as Zuora gathers additional information (e.g., development of the Requirements and Design), the project plan will be developed and revised to further define Zuora and Customer responsibilities and completion milestones for the project stages. The project stages consist of the following: Vision, Define, Build/Configure, Test/Train, Deploy, Post Deployment. The activities that will be performed during each stage is defined in the table below

3.1.1   Vision Stage: Mobilization & Requirements Review

Vision Stage Activities & Artifacts	Responsibility for Completion
Zuora Virtual Training Customer completion of Zuora University virtual training is mandatory prior to commencing Design Workshop Sessions. Recommended Customer participants: ● Enterprise or lead architect ● Functional SMEs (product, sales, billing, finance, etc.) ● Project manager	Customer

Zuora Team Mobilization Assignment of the Zuora implementation team. This team will review material(s) provided by Customer during the sales cycle, get acclimated with the Customer's requirements provided thus far, listen to recordings from the sales cycle, prepare for the project workshops, start the project planning activities and other such project preparation activities	Zuora
Project Kickoff Initial meeting of Zuora and Customer project teams including stakeholders & subject matter experts (SME's). Teams to review business objectives, scope, timeline and SOW. The purpose of this meeting is to introduce the teams, get the Customer started on key activities, and plan/prepare for the Design Workshops	Zuora/Customer
Project Preparation Materials Customer to provide the following to the Zuora team during the 1st week of the project (prior to define workshops): ● Project team's contact information and roles ● Full product catalog ● Existing system architecture ● As-is process flows (if available) ● Invoice samples ● Quote or contract samples ● Notification emails templates ● Subscription terms & conditions ● Access to Salesforce enterprise edition sandbox ● Access to Customer's API Sandbox tenant(s) ● Chart of accounts / revenue recognition rules	Customer

3.1.2 Define Stage: Workshops and Design

Define Stage Activities & Artifacts	Responsibility for Completion
On-site / Remote demonstration Zuora will conduct a demonstration session prior to commencing Design Workshop Sessions. Purpose of the demonstration is to familiarize the Customer project team with the Service's functionality prior to the Design Workshops. These demonstrations will be attended by the Customer's project team. Recommended Customer participants: ● Enterprise or lead architect ● Functional SMEs (product, sales, billing, finance, etc.) ● Project manager	Zuora
Requirements / Design Workshops Zuora will conduct requirements gathering workshops up to 3 days remote to cover: ● Architecture ● Pricing / packaging ● Customer acquisition ● Billing operations ● Payment operations ● Subscription lifecycle management ● Finance close process & revenue reporting ● Revenue automation for accounting guidance ● Reporting ● Scalability ● Integration approach & review of the Service APIs	Zuora / Customer

The discussions and information gathered from these sessions are used to set forth activities and develop artifacts for the remainder of the project and used as a basis for the project moving forward. Thus Customer's participation and engagement in these sessions is critical to the success of the project. The Customer is required to provide Zuora with all the information needed to configure the Service. The work provisioned for these activities are meant to prepare, execute and document the outcomes of the workshops.	
Zuora Requirements Document* Creation and up to two (2) revisions of a prioritized list of functionality that the Customer has requested Zuora to provide for the current phase of deployment. Requirements identified that are out of scope of this SOW may require a Change Order for delivery. If more than 2 major revisions to this document are required, the workload per additional major revision will be 8 hours of a Billing Solution Architect per the rate card in Appendix D. The Customer will review, provide feedback & validation on this document. Zuora will move to the next stage of the project after validation.	Zuora / Customer review and validation
Architecture Review Board As part of Zuora's quality control measures, the Zuora team will present and review the design with Zuora's architecture review board which consists of a group of Zuora's most senior architects. The review board will provide feedback and recommend adjustments to ensure the most efficient and scalable design is incorporated into the final Zuora design. This is an internal Zuora review meeting. Zuora team will share the recommendation and feedback with the Customer	Zuora
Zuora Design Document* Creation and up to two (2) revisions of a document detailing the Zuora design, configuration and integration approach for implementing functionality based upon the Zuora Requirements Document that is within the scope described in this SOW. If more than 2 major revisions to this document are required, the workload per additional major revision will be 16 hours of a Billing Solution Architect per the rate card in Appendix D.	Zuora / Customer review and validation

Note: Customer is responsible to document the design related to any Customer owned integrations, IT environments and infrastructure. The Customer will review, provide feedback & validation on this document. Zuora will move to the next stage of the project after validation.	
Conference Room Pilot (CRP) Using Customer's API Sandbox Tenant, Zuora will demonstrate how Customer's key use cases will be processed through the Service. The CRP uses a partially configured API Sandbox Tenant to demonstrate key Customer use cases. The CRP is not intended to be a final system thus it will not include any non-standard configurations or workflows and will not be a fully configured Tenant.	Zuora / Customer review and validation
API Integration Document Zuora will create a document identifying data that is required by the Service for any Customer developed integrations that are within the scope of this SOW. This document will be used by the Customer as a basis from which to develop integrations to/from Zuora. This is typically started during the Define stage of the project and completed in the Build stage. Note: Customer is responsible to document the design related to any Customer owned integrations, IT environments and infrastructure.	Zuora / Customer review and validation
Data Migration Strategy Zuora will work with the Customer to create a data migration strategy document. The strategy will define data migration approach, environments to be used, data required and source and format of data, assumptions and ETL process. Zuora will review the data migration templates with the Customer. Customer will use these templates to populate data to be migrated in subsequent stages of the implementation.	Zuora / Customer
Environment Strategy Zuora will assist Customer in defining an environment management strategy based on Zuora's best practices	Customer

Testing Strategy	Customer
Zuora will assist Customer in defining a testing strategy based on Zuora's best practices	

3.1.3 Build Stage: Build & Configure

Build Stage Activities & Artifacts	Responsibility for Completion
Install & Configure Service Zuora team will configure all components outlined in the Zuora Design. This SOW includes the configuration of the following Service products and add-ons: ● Zuora's Nine Edition ● Zuora Billing ● Zuora Workflow ● Zuora CPQ ● Zuora 360 ● Lockbox ● Subscriber Portal For the avoidance of doubt, subscription rights and fees for these items are not included in this SOW. Customer must subscribe to these products under an Order Form to the Agreement in order to be provided any access by Zuora. Products acquired by Customer and not listed above will require a Change Order if Customer requires Zuora's assistance in the configuration and implementation of such applications. After the initial configuration is complete, Zuora will shift into consulting mode to enable the Customer, while Customer reviews configurations and provides feedback. Customer and Zuora work together in an agile approach to finalize configuration. This configuration will be performed in an API Sandbox Tenant and then migrated to 1 API Sandbox Tenant and 1 Production Tenant.	Zuora

Workflow & Adaptation Design Document* Creation and up to two (2) revisions of a document detailing the functional & technical design, user story, assumptions, flow of data, calculations, wireframes, and scalability for all workflows and adaptations being created by Zuora, as part of the overall system. Work on this document will start during the Define stage of the project and complete during the Build stage. The Customer will review, provide feedback & validation on this document. Zuora will move to the next stage of the project after validation.	Zuora / Customer review and validation
Zuora Build Workflows & Adaptations Zuora will build and unit test all workflows and adaptations defined in the Zuora Design Document and per the validated Workflow and Adaptation Design Document. Details of the workflows and adaptations being built by Zuora as part of this SOW are listed in Section 5.10. Any additional adaptations or workflow beyond those listed in Section 5.10 will require a Change Order	Zuora
Customer Build Integrations & Enhancements The Customer will build and unit test all integrations, enhancements and workflows defined in this SOW and in the Zuora Design which are designated as being delivered by Customer.	Customer
Provide Guidance with Customer's Integration & Enhancement Build Zuora has allocated effort to assist Customer's integration and development effort by: ● Providing guidance to Customer with the integration design (will occur during define stage) ● Providing knowledge transfer on Zuora's object & data model (will occur during define stage) ● Identifying and supporting use of Zuora's APIs ● Attending daily scrum meetings (if applicable/required)	Zuora

Report Design & Build To assist Customer's reporting requirements, Zuora has allocated effort to assist the Customer in the design & creation of custom reports. Zuora has allocated 50 hours to support this work. The scope of Zuora's support on reporting will be: ● Education on the Service data model ● Training on available reporting and data export tools ● Configuration of 5 reports using the Service reporting UI	Customer/Zuora
Subscriber Data Migration Iterative Test Loads Zuora will train the Customer on Zuora's data migration templates. The Customer will select a representative data set s for which iterative data migration testing will be performed. For the avoidance of doubt, the Customer may not use or process Personal Data in any Non-Production Tenant. The Customer will cleanse, extract data and populate Zuora's data migration template. Zuora will load the data from the templates into the API Sandbox Tenant and report data load results back to the Customer. The Customer will validate the business integrity of the migrated data in the Service by performing day to day use cases to ensure results are as expected. This SOW includes 3 iterative test loads.	Zuora/Customer

3.1.4   Test Stage: Testing & Training

Test Stage Activities & Artifacts	Responsibility for Completion
Deploy to Upper Environments Customer and Zuora will deploy all settings, configuration, adaptations and other dependencies to upper environments used by the Customer for testing and training efforts. ● Customer is responsible for creating a deployment plan. Zuora will assist the Customer in creating these plans and identifying dependencies. This deployment plan can be used as input into the final deployment plan for the production deployment ● Customer and Zuora will execute each activity of their respective part of the deployment plan. ● Primarily deployment responsibilities of the Zuora team include deployments of the Service configuration and any Zuora delivered workflows or adaptations. All other activities related to deployment to upper environments are Customer's responsibilities	Zuora/Customer

● The Customer will perform accuracy checks on the migrated configuration to the upper environments. This SOW includes the deployment of configuration from DEV into 2 Service and 2 SFDC tenants (TEST, QA) (excluding production). Migration of subscriber data from lower environments to upper environments is in scope (sample data set for the Test environment and full data set for the QA environment).	
Testing Customer is responsible for testing the end-to-end system including testing all use cases, all integrations, accounting validation per guidance, system integration testing, functional testing, and user acceptance testing. This includes: ● Update and detail the testing strategy (typically performed during define stage) ● Creating test plan and use cases to be tested; Zuora will also provide Customer a list of core use cases which are recommended for testing ● Writing & executing test scripts ● Tracking and re-testing issues raised Customer may use any of the artifacts provided in this SOW to develop the test plan	Customer
Provide Guidance with Testing Zuora has allocated effort to assist Customer's testing effort by ● Assisting with defining the testing strategy ● Reviewing the test plan ● Providing training / assistance to Customer's testing effort ● Triage & fix issues found with any of the configuration and Zuora delivered adaptations and workflows (if applicable)	Zuora
Full Subscriber Data Migration Test Loads The Customer will extract data and populate Zuora's data migration template. Zuora will load the data from the templates into a Non-Production Tenant and report data load results back to the Customer. The Customer will validate the business integrity of the migrated data in the Zuora platform by performing day to day uses cases to ensure results are as expected. Zuora and Customer anticipate 3 full loads will be required.	Zuora/Customer

Knowledge Transfer Sessions This SOW includes multiple knowledge transfer and training sessions 1. Customer will participate in Zuora virtual training via Zuora University during the Vision stage 2. Customer will attend the Zuora demonstration sessions during the initial Define stage of the project 3. Provide informal training in the form of knowledge transfer sessions ("Knowledge Transfer Session") on operations & configuration, whereby Zuora demonstrates use of the Service operations and Customer is responsible to take notes for future reference in using the Service. Up to 2 sessions of 4 hours of "Knowledge Transfer Sessions" will be provided to Customer. This training will be provided to Customer's core implementation team, typically 3 to 5 individuals per session and provided prior to Customer's testing effort. This training is deemed a Provider Material and can be recorded and used by the Customer to create any necessary training material used to train its end users community during the Term of the Agreement 4. Zuora will deliver training / walk-thru on any adaptations and workflows created by Zuora thru a review of the Workflow & Adaptation Design Document 5. The Customer will perform end-user training, change management and create training material. The Customer may use information provided in Zuora's knowledge center as well as any project artifacts to create training material.	Zuora/Customer
Zuora Go Live Readiness Assessment As part of Zuora's internal handover and quality process, the Zuora deployment team presents to Zuora's customer support organization the "to be deployed" Service. This is an internal Zuora process and meeting. If required, Zuora team will share the feedback with the Customer.	Zuora

3.1.5   Deploy Stage: Cut-off & Go-Live

Deploy Stage Activities & Artifacts	Responsibility for Completion

Deployment to Production	Zuora/Customer
Deployment to Production ● The Customer is responsible for creating a deployment plan / strategy in addition to a rollback plan. Zuora will assist the Customer in creating these plans and identifying dependencies. This can be based on the learning from the deployment to upper environments. ● Customer and Zuora will execute each portion of their respective part of the deployment plan. ● Primarily deployment responsibilities of the Zuora team include deployment of the Service configuration, workflows & adaptations created by Zuora in the production tenant. All other activities related to deployment into production are Customer's responsibilities ● If applicable, Customer is responsible for obtaining approval from their payment gateway and/or processor to extract card data and cover any fees the gateway and/or processor charges. The gateway and/or processor will be required to release and securely transfer credit card data to Zuora.	Zuora/Customer

3.1.6   Post Go-Live

| Post Go-Live Activities & Artifacts	Responsibility for Completion

Post Deployment Zuora has allocated effort to assist the Customer in managing the production system. This assistance can include any of the following: ● Assist Customer through running their 1st bill run and 1st accounting close process in production ● Provide additional training as needed in the form of knowledge transfer ● Answering questions about the deployed system ● Fixing issues found with the configuration or migrated data ● Fix issues found with any workflows or customizations developed by Zuora ● Project close activities Duration of this Post Deployment support will be 4 weeks after go live at which time Zuora Global Services will hand over responsibility of the Service to the City of Denver as well as Zuora Customer Success and Support organizations.	Zuora
Manage & Operate the Service Customer is responsible for managing and maintaining the Service after go-live. For example: ● Maintain the Service configurations including product catalog, document templates, notifications, chart of accounts, hosted payment pages, workflows, marketplace applications, etc. ● Maintain Zuora's SFDC managed packages and any Zuora delivered unmanaged packages ● Manage billing, payment and finance operations	Customer

*Completion and approval of these key documents identified with an asterisk are essential for an on-time implementation. Any delays in validation may result in a Change Order to extend the project. Please refer to <u>Section 6 & 7 </u>of this SOW for more detail regarding validation terms and processes.

4. Architecture & Integrations

4.1 Proposed Architecture
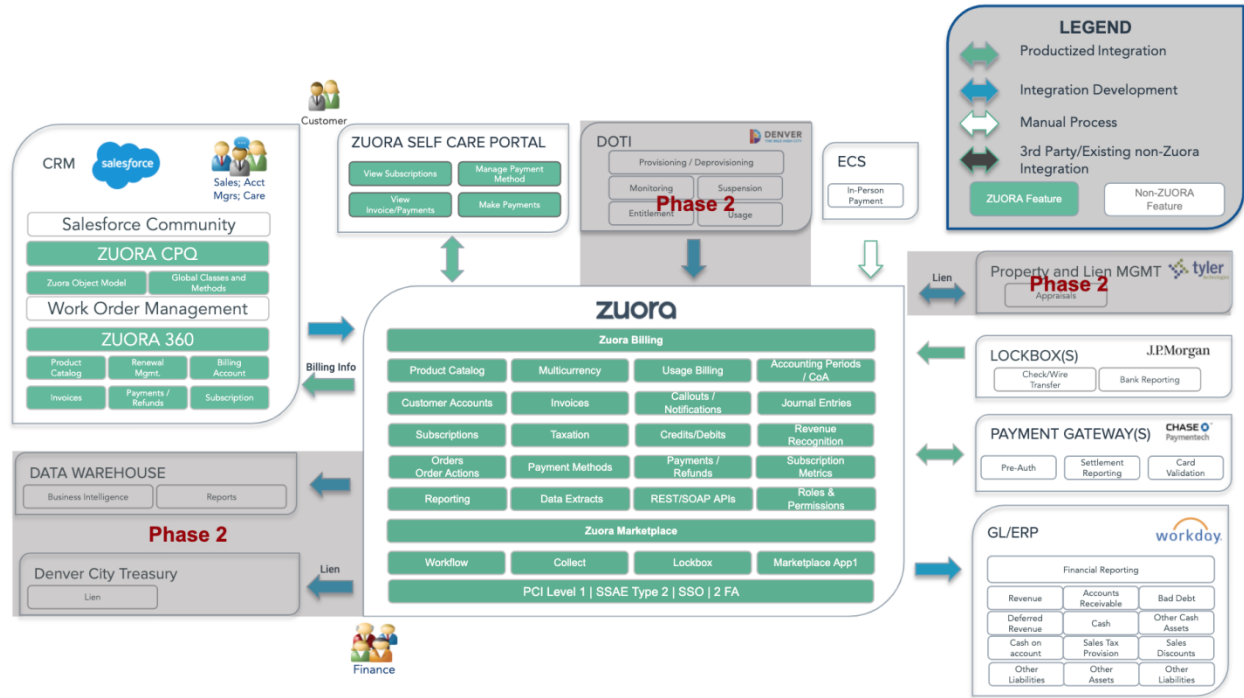
The Service will serve the product catalog master. The Service will push the full catalog to Salesforce via Zuora for Salesforce Managed Package. Salesforce will serve as the customer and entitlement master. Customers will onboard and manage subscriptions through Salesforce Community. Salesforce Community will leverage Zuora CPQ managed package to create or amend subscriptions in the Service. Work Orders will also sync to the Service where billing is required.

The Service will generate invoices and distribute them to customers through its workflow framework in order to comply with presentment requirements.

The Service will process credit card transactions via out-of-the-box integration with Chase Paymentech Orbital. In addition, the Service will also ingest payments through JP Morgan lockbox. Customers will onboard to the Service subscriber portal to view invoices, manage payment methods, and make electronic payments. CIty of Denver will enter over the counter payments (as noted in ECS) manually in the Service.

The Service will integrate and send summary level journal entries to Workday in a recurring manner.

4.2 Integrations

This section lists all the system to system Integration which will be implemented as part of this SOW and what each party is responsible for related to the integration.

Integrations Points	Type	Zuora Responsibility	Customer Responsibility
Customer onboarding (Salesforce Community)	Custom	Provide guidance with Customer's design and build, as defined in Section 3. Install and configure Zuora's managed package ● Zuora CPQ	Design, build, test and deploy integration between SFDC Community and Zuora
Subscriber Visibility for CSRs (Salesforce)	Productized	Install and configure Zuora's managed package ● Zuora 360	Design, build, test and deploy modifications beyond the capabilities of Zuora's managed packages required for the integration between SFDC & the Service
Account Management (Zuora subscriber portal)	Productized	Install and configure Zuora's subscriber portal. Up to 20 hours of look and feel styling.	Provide requirements.
Work Order, where billing is needed (SFDC)	Custom	Provide guidance with Customer's design and build, as defined in Section 3.	Design, build, test and deploy integration between SFDC and Zuora
Billing Document Distribution (Pitney Bowes)	Custom	Configure workflow process to upload billing documents to a designated location	Design, build, test and deploy a process that transfers and distributes documents

Electronic Payment Processing (Chase)	Productized	Configure Zuora's Chase Paymentech Orbital payment gateway connector	Procure and configure payment gateway(s). Provide credentials to payment gateway and test configured connector. The Service features / functions may be limited by what is available by Customer's payment gateway and the payment processor i.e. accepting electronic payment for specific countries. Customer to verify payment processor & payment gateway operate in Customer's countries & currencies
Lockbox (JP Morgan)	Productized	Configure Zuora's JP Morgan lockbox connector.	Provide credentials to retrieve lockbox file and test configured connector
Over the Counter Payments (ECS)	Manual	N/A	Enter over the counter payments into Zuora.
Revenue and AR Subledger Data and Accounting Close (Workday)	Custom	Provide guidance with Customer's design and build, as defined in Section 3	Design, build, test and deploy summary GL integration between Workday and Zuora.

5. Functional Scope

This section defines the functional scope of this SOW. Also included in this section are assumptions and a few specific out of scope items which were discussed and agreed to by Zuora and the Customer as being functional items which will not be included in the delivery of this SOW

5.1 Pricing & Packaging

Scope
- Product characteristics are:
  - Composting
  - Currency: USD
  - Charge Types: recurring, one-time fees
    - Recurring: One bin size
    - One-time: Ad hoc fees and fines, and other ad-hoc invoices as needed
    - Charge Models: flat fee
  - Frequency: monthly, quarterly, semi-annual, annual
  - Billing Trigger: upon signup, effective date

Assumptions
- Zuora serves as the product catalog master
- Usage charges is out of scope for this implementation

- Credit card convenience fee (% or flat fee based) may be configured as a container recurring charge in the Service; the charge must be added/removed to/from subscriptions by external integrations based on customer payment method
- Multi-currency pricing is not applicable and therefore out of scope
- Automated calculation of one-time fees (setup, early termination, late fees) by the Service is out of scope for phase 1; Zuora Workflow will be enabled in phase 1, but not built out for specific business use cases until defined by the City of Denver team. Additional support and effort will be considered in a close follow on phase

5.2 Subscriber Order Management

Scope
- Customers Types: B2A
- Acquisition Channels: Salesforce Community on Zuora CPQ
- Subscription Management Channels: Salesforce Community on Zuora CPQ
  - Subscriber actions:
    - New
    - Add product/Remove product
    - Cancel, renew
  - Integrate Salesforce Community with Zuora CPQ objects, global classes and methods
- Account Management Channels: Subscriber Care Portal
  - Account actions: name, address / contact, email
  - View invoices, make payments, capture/manage payment methods (credit card and bank transfer via ACH pull)
- Provisioning/Entitlement: Mastered in Salesforce
- Subscriptions type(s): termed or evergreen, co-termed
- Subscription Start: upon sign-up or effective date
- Subscriber events email notifications: renewal notifications:

Assumptions
- The Service serves as the subscription master and Salesforce serves as the account master
- City of Denver will use Sales Cloud Enterprise and above, which is required to support Zuora for Zuora CPQ and Zuora 360
- Salesforce Community will use the Napili template
- The Service UI will be used to support use cases which cannot be handled via e-commerce portal or by Zuora CPQ
- Subscriber entitlement, authentication & user management is handled by City of Denver's platform; activation & product emails are delivered by City of Denver's platform

5.3 Rating & Billing

Scope
- Invoicing entity: end-customer (parcel, address, individual)
- Billing rules & batches: billing days or anniversary billing, proration rules, frequency, rounding rules
- Taxation Engine: N/A
- City of Denver to configure the scheduling of bill runs
- Documents: 1 invoice or receipt template, 1 credit memo template , 1 debit memo template in English
  - Build a workflow to generate invoice documents to meet formatting requirements, including OCR scanlines
- Invoice delivery: Configure workflow to upload invoices to Pitney Bowes PlanetPress; PlanetPress will be responsible for invoice distribution (email and print)

- 1 communication profile for email and callout notifications
- Service UI used to perform refund, adjustment, credit, interest charge, insufficient fund fees, chargebacks, ETF, reinstatement fees, & collection fees

Assumptions
- Usage/transaction based billing is out of scope
- Taxation is not applicable and therefore out of scope
- Customer is responsible for additional configurations and integration development beyond the defined scope and ootb Service functionality
- Post-go-live, Customer will perform billing operations

5.4 Payment & Collection (Accounts Receivables)

Scope
- Payment terms: Defined at the account level (Net X)
- Payment methods at the account level
- Payments applied to invoices
- Payment gateway: Chase Paymentech Orbital
  - Electronic payment methods: Credit card (Visa, Mastercard, American Express), bank transfer
  - One Hosted payment page
  - Electronic payment retry rules: retry X times at Y hours interval or retry criteria based on gateway response code grouping and customer grouping
  - Payment method update service: Supported
- Lockbox: JP Morgan
- Offline payment methods: Payments made over ECS (entered via Zuora UI)
- Payment notifications: overdue invoice, failed payment, expiring credit cards
- Payment reconciliation: performed manually using reports provided by Service
- Chargeback processing: performed manually using reports provided by Service
- City of Denver to configure the scheduling of payment runs
- Zuora Subscriber Care Portal to provide subscribers the ability to make payment and manage payment method information via Zuora Service provided i-frame

Assumptions
- Credit card & ACH payment method information will be stored in the Service
- Zuora Service features/functions may be limited by what is available by Customer's payment gateway and the payment processor ie accepting electronic payment for specific countries
- Customer will verify payment processor & payment gateway operate in Customer's countries & currencies
- Any other electronic payment methods not mentioned here are out of scope
- Payment method updater services are out of scope
- The Service integration to Chase Paymentech Orbital supports electronic refunding whereby the Service initiates a refund directly through the payment gateway to a payment method on file. Alternatively, refunds may take place outside of the Service (e.g. Workday) and entered into the Service after the fact to keep accounts receivables up to date
- Sending order data to ERP system is out of scope
- Post-go-live, Customer will perform payment operations

5.5 Revenue Recognition

Scope
- Revenue recognition to be performed in the Service
  - Billing based revenue recognition rules to recognize & defer revenue into account

> periods
>   - ■ Billings-based over service period for all recurring charges
>   - ■ Immediate upon billing for other charges
>   - ■ Use the Service workbench to recognize revenue which cannot be recognized via the Service's OOTB billing based rev rec rules

Assumptions
- Zuora Billing revenue schedule will be used to support ASC-605 requirements
- Post-go-live, Customer will perform accounting close operations

5.6 Accounting Close

Scope
- Configure the Service's finance module:
  - ■ A/R, cash, revenue, and deferred revenue chart of accounts
  - ■ Calendar month/calendar year accounting periods
  - ■ Accounting periods for five years
  - ■ Up to 7 G/L segments to mirror Workday GL structure
  - ■ Map products, payments & other transactions to accounting codes, revenue recognition rules segmentation rules
- AR details synced to Workday via City of Denver developed integration
  - ■ Extract, transform, & load Zuora Service invoice/tax lines, payments to Workday
- Revenue JEs data synced to Workday via City of Denver integration

Assumptions
- Automated integration & detailed transaction level integration to ERP system is out of scope
- Implementation of Zuora RevPro is out of scope
- Post-go-live, Customer will perform accounting close operations

5.7 Analytics & Reporting

Scope
- Utilize the Service's OOTB pre-configured reports
- Customer to configure custom reports as needed, Zuora to provide support/training with creating the necessary reports

Assumptions
- Data warehouse integration is out of scope
- Integration with a marketing system is out of scope
- Cash forecasting will be outside of Zuora; payment data can be pulled from Zuora via report

5.8 Platform

Scope
- Users & permissions
  - ■ Utilize the Services' OOTB functionality to configure roles, users and permissions
- Security SAML 2,0 SSO through Okta or Microsoft Windows Active Directory Federation Services (AD FS) 2.0 with HTTPS

Assumptions
- Multi-Entity support is out of scope

5.9 Data Migration

Zuora will provide basic data migration from Customer's legacy system the Service as part of the Professional Services. This section describes Customer's and Zuora's respective responsibilities in connection with Zuora's basic data migration services.

Scope
- Billing volumes
  - Up to 30K accounts
  - Up to 30K subscription
  - Up to 30K open balances (single line balance for each account)
  - Up to 30K payment methods
- Number of Loads:
  - Sample data loads: 3-5
  - Full data loads: 3 (TEST and QA rehearsal)
  - Production data loads: 1 Big bang
- City of Denver is responsible for any data migration required in other systems such as entitlement system, SFDC and others

Assumptions
- Active subscriptions at current status will be migrated, catch-up billing will be generated to bring the invoicing to current period
- Cancelled accounts, cancelled subscription and subscription history (amendments) migration is out of scope
- Migration of transaction history including paid invoices, payments, refunds are out of scope
- Historical revenue schedules are not migrated to the Service
- Payment methods are not migrated into a sandbox, production copy or performance testing tenant
- A link between payment method provided data to subscription membership data (typically a token/ID stored in City of Denver's legacy system maps to gateway's payment method) will be available to map each CC/ACH uniquely to an account
- City of Denver will coordinate extraction of payment method information from gateway
- Performance testing tenant will not be needed based on the volume of data migration in scope; the configuration of such tenant is out of scope

5.10   Zuora Adaptations & Workflows

The table below lists Zuora adaptations or workflows included in this SOW.   In the event that any adaptations or workflows are determined to be necessary in order to address any possible gaps in the design or implementation, the Parties will review and mutually agree in writing on any additional applicable terms and on the level of effort and cost of creating such adaptations or workflows. The project plan and timelines may have to be realigned to accommodate the adaptations or workflows.

Adaptations	Estimated Hours

Custom Invoice Presentment This workflow will use the custom invoice generation task to generate invoice PDFs that meet the Customer's presentment requirements (including OCR scanlines) Assumptions: - Workflow will run as a batch process - 1 invoice template will apply for all accounts - Each invoice PDF will attach to the corresponding invoice object - Customer will provide a complete sample - All needed fields in each PDF will readily be available in the Service - Distribution via Pitney Bowes to be managed by a separate workflow	143
Customer portal invitation workflow This workflow will facilitate onboarding onto the subscriber portal by sending invitation emails for user registration	16
Pitney Bowes file upload This workflow will upload Invoice PDFs generated by the Service to a secure location accessible by Customer's invoice distribution service (Pitney Bowes PlanetPress)	16

Payment removal option in billing portal
 	
This custom panel will provide end users the ability to remove any payment methods held inside the Service from the billing portal
 	
- The custom panel will make an API call to retrieve and list payment methods, with a button "remove" next to each payment method (and default payment method is indicated on screen if it is the default)
- Once the remove button is pressed:
    ○ If the payment method is set to autopay and default, then an API call is made into Zuora to uncheck the autopay button on the account, an API call is made to deselect the default payment method and finally an API to remove the payment method remove
    ○ If the payment method is not default, the panel will simply remove the payment method
	124

For the avoidance of doubt, all configured and implemented work product provided under this SOW will be subject to the support and service level terms set forth in Exhibit A (Support and Service Level Agreement).

6. Project Teams & Project Governance

6.1 Zuora Project Team

Role	Description
Client Manager	- Liaison for implementation - Leads and owns the overall execution of Zuora engagement, works closely with customer executives and project managers to ensure alignment of the Zuora activities against the program objectives - Participate in program governance model (PMO, Project Steering Committee, Executive Steering Committee) - Serves as liaison into broader Zuora organization, as needed
Solution Delivery Manager	- Defines or contributes with Customer or 3rd parties, and executes overall program plan - Issue identification, escalation, resolution, including broader stakeholder management when needed (Zuora Engineering, Customer Support, Product Management, etc.) - Project / Program reporting including Project Status reporting, Project Financial reporting, Joint Development of Executive Steering Committee material. - Participate in program governance model (PMO, Project Steering Committee, Executive Steering Committee) - Participates hands-on in blueprint / workshop activities, as needed and as a relay and advisory of the Solution Architect. Responsible to ensure high quality and complete documentation from workshops and define phase. - Manages Zuora project execution and owns communicating status and budget with Customer - Coordinates with program management office and Customer Project Manager
Solution Architect(s)	- Defines the "to be" business processes required to enable a subscription / recurring revenue business - Defines these processes in the context of what subscription best practices are built into Zuora (e.g. using a product-centric blueprint session) - Defines specific approaches and designs to bridge gaps not directly supported by the OOTB products - Defines the overall technical architecture for the Service and with customer IT - Defines the strategy to co-exist with or retire existing systems - Defines the interfaces to external systems

	- Provides strategy for data integration, data requirements and conversion design - Perform configurations - Performs and provide guidance on fit/gap - Integrates within overall team to incorporate solution design into configuration scripts and testing use cases within end-to-end scenarios - Builds functional, integration and functional designs, perform fit gap analysis - Provides end-to-end process training on the application in a fully configured system
Technical Consultant(s)	- Defines the overall technical architecture for the Service and with Customer's IT - Provides expertise in Zuora parameterizations, API, custom code development, integration development and assistance. - Perform configurations and parameterizations - Perform related developments / adaptation (if included in this SOW) - Performs the basic unit testing with the integration code delivered by Customer

Note: For the avoidance of doubt, unless otherwise mutually agreed upon in writing by the Parties, the Customer acknowledges and agrees that no member of the Zuora Professional Services team is assigned exclusively to Customer and/or this SOW. Members of the Zuora Professional Services team may simultaneously perform work under multiple Zuora customer SOW(s) The Zuora Solution Delivery Manager will determine weekly resource assignments in advance with the project team as per the project plan agreed to during the Design phase.

6.2 Customer Project Team

The following table describes the roles that are to be provided by the Customer. These resources will need to be readily available to complete the tasks outlined in this SOW

Role	Expected % of involvement	Description
Steering Committee Representative	5%	- Provide project oversight and high-level direction - Ensure the project aligns with key objectives
Project Manager	75%	- Act as primary point of contact for Zuora Solution Delivery Manager - Coordinate all project activities and required customer resources

Business Analyst	75%	● Assist in driving business requirement sessions with the Subject Matter Experts (SME's)
Subject Matter Experts (Business and Technical)	25%	● Provide Business and Technical Expertise to the project related to the customer business processes, documents, approval processes, etc ● Will guide the Zuora team on the detailed business and technical requirements ● Test the Service
Customer Solution / Technical Architects / Developers	50%	● Responsible for Customer's integrated systems ● Data mapping and data preparation
Data Architect	50%	● Coordinates data migration mapping and cleaning ● Manages extraction of legacy data and conversion into csv templates provided by Zuora
Business Transformation Leads	25%	● Manage all Change Management activities within the customer organization related to the configured Zuora Service
QA Lead and Testers	50%	● Develop User Acceptance Testing (UAT) test strategy, test scenarios and test plans ● Execute test cases and report findings to the project managers
Zuora Administrator	75%	● Is the Customer's Zuora platform SME during the implementation and post implementation. ● Recommended skills and experience - understanding billing processes, understanding financial and accounting aspects of the billing process including AR, good knowledge of SFDC, IT background is recommended. ● This role is critical for a successful implementation of the Service and to ensure Customer realizes the most value of the Service in the long run. This will ensure self-sufficiency for the Customer to maximise the long term value of Zuora. ● The Zuora administrator will attend all training sessions.

6.3 Project Governance

The following table has the recommended project governance activities. Effective governance activities will be defined by both parties Project Managers at project mobilization time and presented at Kickoff.

Task	Frequency	Roles	Details
Steering Committee Meeting	Monthly	CxO, Customer Business Owners and Zuora's Client Manager & Solution Delivery Manager	● Align on business strategies ● Key Decisions and Risk Mitigation ● Progress against key milestones
Project Checkpoint	Bi-Weekly	Customer Business Owners and Zuora's Client Manager & Solution Delivery Manager	● Review progress against plan ● Reporting of Project Financials ● Any key decisions required; Risks; Issues
Project Status and Staffing	Weekly	Zuora Solution Delivery Manager and Customer's Project Manager	● Oversight and ownership for all project activities ● Decide corrective actions, staffing if required ● Progress against project [lan ● Project Financials - Estimated time, hours & cost to completion. Overall project status, key actions, risks, issues, and decisions.
Project Management and Execution	Daily	Zuora's & Customer's Implementation team	● Project Team members work with Customer project team
Project Plan for Zuora activities & artifacts	Bi-Weekly	Zuora Solution Delivery Manager and Customer's Project Manager	● Baseline project plan at the beginning of the project for the Zuora delivered components of the project ● Review baseline and update as necessary ● Review impact to both timeline and costs; align with customer.

7. Assumptions, Contact & Location

The timing, pricing and other terms of this SOW are based on the scope, assumptions and responsibilities set forth in <u>Sections 3, 4, 5 & 6</u>.

7.1 General SOW Assumptions

- Customer will provide to the Zuora project team ample and appropriate dedicated workspace and Internet connections, as well as conference room(s) and other resources as needed to perform its obligations under this SOW (e.g., conduct interviews, workshops and validation sessions).
- Customer will provide Zuora's project team full use / access to all of Customer's Non-Production and Production Tenants for configuration, development and data migration efforts. This includes a minimum of three (3) API (DEV, TEST, QA) Sandbox Tenant and one (1) Production Tenant. If required by the Customer project team, Customer will provide Zuora team with access to Customer Outlook/Mailing and SharePoint systems, and upstream ERP systems as needed.
- Project management will be Customer/Zuora responsibility. Zuora will assist Customer PMO and manage its resources and activities and will escalate to Customer executive management in case any issues that would give rise to a delay.
- Customer will manage the entire order to cash/revenue program. The program may include activities for which Zuora is not responsible, for example, internal process upgrades, consultation with auditors or accounting partners, etc., separate and apart from the portions of the Zuora implementation for which Zuora is responsible. The Customer is responsible for any of these additional activities; Zuora is only responsible for those Zuora implementation activities as set forth in this SOW.
- The estimated Go Live timeline and cost estimates assume timely completion of all Customer dependencies and responsibilities (including finalization and validation of artifacts / integrations not being developed by Zuora or any non-Zuora developed work that impacts timeline), availability of key Customer resources, and appropriate collaboration and availability of any third-party vendor resources and information. Delays in Customer or third party activity, participation, and deliverables may adversely impact overall implementation timeline and related project costs. If there is an impact to baseline project timeline and related costs, Customer and Zuora will agree to a Change Order.
- If Customer fails to timely cooperate or to promptly approve or abide by the Zuora Design (e.g., based on a change in Customer's preferred project timing or resources, or because the document doesn't contain options or functionality that isn't generally available in the Service), and the Parties are unable to negotiate a mutually acceptable resolution without undue delay, then as each Party's sole and exclusive remedy, each Party will have the right to terminate this SOW. In such an event, Customer will pay Zuora for all Professional Services performed through the termination effective date, and Zuora will not owe Customer any refund or other penalty.
- Zuora's performance under this SOW is also dependent on (a) Customer reviewing and validating the project Design promptly after Zuora provides it in accordance with this SOW, and (b) the project thereafter being governed by such validated Design.
- The timeline estimated in this SOW is based upon level of effort and duration of activity. Zuora will work with Customer to create a project schedule that includes the impact of Zuora and Customer business calendars, Customer working hours/days, availability of Customer resources, and scheduled holidays. That project schedule will also contain estimated calendar dates for key project activities.

- Customer is responsible for obtaining approval from its vendor(s(and third-party subcontractor(s) for Zuora to access any environment(s), material(s) and information necessary to perform data migration and integration Professional Services.
- Nothing in this SOW will prohibit Zuora from using qualified third party subcontractors to perform Professional Services under this SOW, provided that Zuora will be responsible for all work performed by such contractors as though Zuora had performed such work itself.
- Zuora Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services under this SOW.
- Any additional work requested of Zuora beyond the estimate provided in this SOW will be charged on a time-and-materials basis and will be handled by a Change Order under Appendix A below.
- Zuora requires approximately 3-4 weeks ramp up time to fully staff the project after SOW execution.
- Any artifacts produced by Zuora and requiring validation will be reviewed by no more than 3 personnel from the Customer and will be validated or dis-positioned within 3 business days. Project will move to the subsequent stage after validation is received.
- The effort and Zuora team mobilization and allocation described in this SOW assumes normal working hours, excluding weekend and public holidays. In the eventuality of Customer requesting Zuora personnel to be available outside regular working hours and where Zuora is able to accommodate the request, Zuora will charge those hours at SOW rate, limited to a maximum of 11h / calendar day. Any request for weekend or public holidays work will have to be managed through a Change Order and rates will be applied at 1.5x factor for Saturday's work, 2x factor for Sundays and Public Holidays.

7.2 Location of Professional Services and Key Contact

All on-site visits are beyond the scope of this SOW. All work will be performed remotely.

The key Customer contact responsible for kick-off preparation and planning of the project are:.

Insert Contact Name, email address and phone number here

8. Project and Commercial Terms

8.1 Services and Milestones

Acceptance Criteria

- Customer will have ten (10) business days from the date of formal review request from Zuora of a (the "Acceptance Period") professional services Deliverable (as defined in a SOW) to review that the Deliverable complies in all material respects (as applicable) with this SOW. Zuora will only move to the next milestone once the previous deliverable is approved.
- Upon completion of a Deliverable review, Customer shall notify Zuora whether Customer has accepted the Deliverable ("Accept") or whether it has identified nonconformities ("Reject"). If the Customer does not respond within five business days with an Accept or Reject, the deliverable will be deemed accepted.
- In the event of Customer's Reject of the Deliverable, Customer shall provide Zuora with a written list of items that must be corrected.
- Zuora shall thereafter as quickly as possible, by using commercially reasonable effort, correct, repair or modify the Deliverable, in order to permit for the re-review of the Deliverable.
- If Customer determines that the Deliverable, as revised, still does not comply (as applicable) in all material respects with the SOW, then Customer may either: (i) request that Zuora repeat the aforementioned correction process, or (ii) terminate in writing the applicable SOW. The foregoing correction and modification process will be repeated up to three additional times. In the event of

termination under this provision, Zuora shall halt work and Customer will be responsible for all fees of delivered and accepted deliverables to the termination date.
● Any change to specifications or requirements after acceptance of the delivery will result in a CO.

Milestone #	Milestone	Deliverable Acceptance	Estimate Date
1	Requirements & Design Workshops	Zuora Requirements Document	Week 4
2	Define Phase Exit	Zuora Design Document API Integration Document Data Migration Strategy Document	Week 8
4	Install and Configure Service	Configuration in 2 Sandboxes ● Zuora Billing ● Zuora Workflow ● Zuora CPQ ● Zuora 360 ● Lockbox ● Subscriber Portal	Week 12
3	Zuora Build Workflows & Adaptations	● Zuora Build Workflows & Adaptations as identified in Section 5.10	Week 16
4	TS (Integration Testing) and UAT Testing Support	Completion of UAT Completion of two (2) full Subscriber Data Migration Test Loads	Week 20
5	Go Live Deployment	Production Deployment	Week 21
6	Post Deployment Support	Completion of 4 weeks post production	Week 25

8.1.1   Acceptance and Close Out:

The final Acceptance will be based on successful implementation of the system in the agreed environments and upon successful User Acceptance Testing of the system and its interfaces. Successful testing entails that the system performs as per the agreed requirements in Appendix C. In addition, Vendor agrees to provide the documentation listed below.

Documentation

Documentation shall be developed and provided to support the Software and the City's business processes. Any Software tools or utilities that are desirable to tune, test, maintain, or support the Software shall be specified by Vendor. Any City-specific configuration or tailoring shall be documented and delivered to the City. Documentation shall include, but not be limited to, the following:

1) Technical administration
2) Software configuration
3) Interface(s)
4) Technical architecture diagram
5) Data dictionaries
6) Database setup and maintenance
7) Data model
8) Application Administration Guide

Close-Out Process

1) Finalize and deliver remaining documentation, recorded trainings, etc.;
2) Work with City to conduct Lessons Learned;
3) Complete transition to Support and Maintenance and communicate support plan.

Final Acceptance Certificate shall be signed by the project sponsor

8.2 Project Effort and Duration

Below is the estimated project timeline and estimated Zuora Professional Services hours to execute the stages and scope described in this SOW. This project is estimated to run for 25 weeks including 4 weeks of post go live hypercare.

Week By Week Breakout																										
Project Stage	Vision	Define					Build							Build / Test	Test						Deploy	Support				Estimated Total
Zuora Resource / Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Client Manager	2	8	2	1	1	1	2	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	36
Billing Solution Delivery Manager	4	32	16	16	8	8	16	16	16	16	16	8	8	16	8	8	8	8	8	8	8	2	2	2	2	260
Billing Lead Architect	4	32	32	32	24	24	24	24	24	24	24	24	24	28	20	20	20	20	20	20	16	8	4	4	4	500
Billing Technical Lead	4	32	32	32	24	24	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	0	0	0	0	372
Billing Technical Consultant	0	0	0	0	0	0	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	8	4	4	4	260
Billing Data Migration	0	0	2	2	2	2	8	8	8	8	8	8	8	8	12	12	12	12	16	16	32	0	0	0	0	184
Estimated Totals	14	104	84	83	59	59	82	81	81	81	81	73	73	86	73	73	73	73	77	77	73	19	11	11	11	1,612

Zuora's estimate of the number of hours to provide the Professional Services as stated in this SOW is based upon the stated tasks and estimated project schedule shown in this SOW.

8.3 Estimated Cost

The following table represents the estimated costs for milestones of the project based on the scope and responsibilities described in Sections 3, 4, & 5. Zuora will invoice the Customer for milestone achieved for each of the Deliverable once accepted. If any significant changes occur in the scope or estimated timing of activities that impact costs for the below milestones, Zuora and the Customer will revisit and if mutually agreed cost for those milestone(s) through a change order. Should such an adjustment cause a change in level of effort or timeline, it will be documented in a mutually agreed Change Order under Appendix A.

Milestone #	Milestone	Estimated Hours	Estimate Fees
1	Requirements & Design Workshops	296	$74,000
2	Define Phase Exit	304	$78,020
3	Install and Configure Service	258	$63,570

4	Zuora Build Workflows & Adaptations	258	$63,570
5	TS (Integration Testing) and UAT Testing Support	392	$95,400
6	Go Live Deployment	64	$15,040
7	Post Deployment Support	40	$9,800
	Total	1,612	$399,400

8.4 Payment Terms

Fees for this SOW are shown in the table above. Payment terms are as set forth in the Agreement. After the SOW Effective Date, if the project's scheduled activity is delayed by fourteen (14) days (in the aggregate) due to Customer-induced delays, a Change Order may be needed.

8.5 Travel and Expenses

All on-site visits are beyond the scope of this SOW. All work will be performed remotely.

9. Execution of SOW

9.1 Signatures

This SOW may be signed electronically and in counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed, effective as of the SOW Effective Date, by their duly authorized representatives identified below.

City of Denver		**Zuora, Inc.**	
Authorized Signature		Authorized Signature	
Name		Name	
Title		Title	
Date		Date	
PO # (if applicable)			

Appendix A – Project Change Control

<u>**Summary of Change Control & Assumptions**</u>

If any proposed modifications to this SOW constitute a change to scope, functionality, responsibility, schedule, costs or other material terms of the project, the provisions of this section will apply (the "**Project Change Control Procedure**" or "**PCCP**"). Only changes that are mutually agreed by both Parties in writing will be made to this SOW. The Project Change Control Procedure described below is based on the following assumptions:

- Changes that require the addition of hours to the project will be billed at the rates agreed in <u>Section 8</u> above.
- Zuora or Customer may initiate change requests whenever there is a perceived need for a change that will affect this SOW (e.g., schedules, functionality/scope or costs).
- Changes to a Specification will affect scope, overall costs, functionality, and/or schedules.
- <u>Post-Design Stage Change Orders</u>: The effort in this SOW was based on assumptions gathered through the sales and evaluation process. It is only at the completion of the Define phase, however, where final scope can be confirmed. Any additional scope outside this SOW will be captured in the Post-Design Stage Change Order and follow the Change Order Process. Both Parties acknowledge that the Parties can only fully understand the breadth and details of the system after the design is complete.
- <u>Post-Go Live Change Orders</u>: Post-Go Live may have been included in the scope of this SOW in Section 8. Both Parties acknowledge that a Change Order is foreseeable following Customer's Go Live based on more complete and current information.

<u>**Project Change Control Procedure**</u>

The Zuora Solution Delivery Manager and Customer Project Manager each may initiate project change requests under this SOW. The Party requesting a change will complete the Change Control Form ("CCF") attached in <u>Appendix B</u>, then submit copies to Customer Project Manager and Zuora Solution Delivery Manager for assessment.

The Zuora Solution Delivery Manager will:
- a) Record the CCF in the Change Request Log;
- b) Investigate the impact of the proposed change to schedules, functionality, or costs;
- c) Evaluate the impact of not performing the change;
- d) Prepare a response to the proposed change; and
- e) If both Parties are in agreement that the change should be performed, then Zuora obtain authorizing signatures on the CCF from both Parties.

The Change Request Log will be reviewed at project status meetings and steering committee meetings to ensure all changes are processed appropriately.

If the proposed change is <u>not</u> mutually agreed by the Parties:
- a) The Zuora Solution Delivery Manager will discuss and document the objection with the Customer Project Manager; and
- b) The proposed change will be renegotiated, if possible, or withdrawn if the Parties agree it is non-essential. In such a case, the reasons will be documented on the CCF.

If the proposed change <u>is</u> mutually agreed by the Parties:

a) Once the CCF has been signed, then the relevant Professional Services may be scheduled. If the change requires additional funding, Customer must secure this funding and satisfy any payment obligations to Zuora before Zuora will start implementing the change;

b) The Zuora Solution Delivery Manager will adapt the relevant project plan(s) to incorporate agreed changes and present such plan(s) at project status meetings for approval;

c) Progress on the change controls will be reported at project status meetings; and

d) Both Zuora and the Customer Project Manager must sign the CCF once the change has been completed, then the CCF will be returned to the originator, and the Zuora Solution Delivery Manager will update the Change Request Log with the date completed.

Appendix B – Change Control Form (*Specimen*)

Zuora, Inc. ("Zuora") and <<Customer>> ("<<customer>>", "Customer") each a "Party" and collectively the "Parties", enact this Change Request ("CO") effective as of the date the last party signs ("CO Effective Date"). Capitalized terms used in this CO but not defined herein shall have the meanings set forth in the Statement of Work (SOW), as hereinafter defined.

WHEREAS the Parties entered into a certain Statement of Work with an effective date of DD/MM/YYYY (the "SOW"), pursuant to which Zuora is performing certain Professional Services for <<customer>>;

WHEREAS that certain Statement of Work incorporates by reference a certain Master Subscription Agreement, which was executed by the Parties on DD/MM/YYYY;

WHEREAS the Parties desire to extend the term of the SOW and amend certain terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby recognized, the Parties hereby agree as follows:

The SOW is hereby amended as follows:

Change Control Number and Date Raised

Change Control Requestor Name

Change Control Description

Reason for Change

Impact of Change Requested

Estimated Effort & Costs for Requested Change

Change Control Accepted By

This CO may be signed electronically and in counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this CO to be executed, effective as of the Effective Date, by their duly authorized representatives identified below.

Customer Legal Name		**Zuora, Inc.**	
Authorized Signature	<<template for CO>>	Authorized Signature	<<template for CO>>
Name	<<template for CO>>	Name	<<template for CO>>
Title	<<template for CO>>	Title	<<template for CO>>
Date	<<template for CO>>	Date	<<template for CO>>
PO # (if applicable)	<<template for CO>>		

Appendix C – Requirements Documents

CCD RTM_SOW Mapping v 1.4 - Zuora Reviewed

This Statement of Work was created in conjunction with the Customer provided document "CCD RTM_SOW Mapping v 1.4 - Zuora Reviewed". The document lists the Customer's business and functional requirements and was updated by Zuora to provide cross-reference information to the contents of the Statement of Work.

DOF Billing Requirements v 1.0 - Zuora Reviewed

This Statement of Work was created in conjunction with the Customer provided document "DOF Billing Requirements - Zuora Reviewed". The document lists the Customer's Department of Finance requirements and was updated by Zuora to provide cross-reference information to the contents of the Statement of Work. "DOF Billing Requirements - Zuora Reviewed" references below documents:
- Check Digit Routine 2 1 2 1.doc
- DOF Receipting Requirements 2017.pdf
- Lockbox_BAI_Data_Transmission_Guidelines_and_Formats_Description.pdf
- Wholesale Lockbox - Scannable Document Specifications_01122015113913.pdf
- Wholesale_Lockbox_-_OPEX_Paper_and_Envelope_Specs_For_Scannable_Lockbox.pdf

CCD Integration Requirements v 1.3 - Zuora Reviewed

This Statement of Work was created in conjunction with the Customer provided document "Integration Requirements Phase 1 v 1.3 - Zuora Reviewed". The document lists the Customer's integration requirements and was updated by Zuora to provide cross-reference information to the contents of the Statement of Work.

Final acceptance of the SOW is contingent on the Service meeting the requirements as stated in the "CCD RTM_SOW Mapping v1.4 - Zuora Reviewed" , "DOF Billing Requirements - Zuora Reviewed", and "Integration Requirements Phase 1 v 1.3 - Zuora Reviewed" documents as updated by Zuora.

Appendix D – Acceptance Certificate

Acceptance Certificate

Client: City of Denver
Project: TBD
Initiated By: Technology Services   Date: _____

Milestone Reference: Type: ☐ Final

Description:

The above _____ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

_____   _____
City Representative   Date

_____   _____
City Project Manager   Date

_____   _____
Vendor Project Manager   Date

Appendix E - Zuora Global Services Rate Card

Resource	Hourly Rates	
	List	Discounted
Client Manager	$285	$250
Billing Solution Delivery Manager	$285	$250
Billing Lead Architect	$300	$265
Billing Technical Lead	$265	$250
Billing Technical Consultant	$245	$225
Billing Data Migration	$235	$225

ZUORA

101 Redwood Shores Parkway,
Redwood City, CA 94065

Order For: City of Denver
Order Number: Q041085
Pricing Valid Through: 31-Jul-2020
Proposed by: Ashton Renshaw

Contact and Billing Details

Billing Contact:	Chris Binnicker	**Sold to:**	Chris Binnicker	**Billing Language:**	English
Phone:		**Phone:**		**Currency:**	USD
Email:	chris.binnicker@denvergov.org	**Email:**	chris.binnicker@denvergov.org		
Billing Address:	201 W Colfax Ave Dept 300	**Sold to Address:**	201 W Colfax Ave Dept 300	**PO# On File:**	
	Denver, CO		Denver, CO		
	80217		80217	**PO#:**	

Service Term

Order Form Effective Date:	Last Signature Date Below	**Payment Method:**	Check	**Authorized Project, Work Group or Entity:**	City of Denver
Start Date:	See Below	**Billing Frequency:**	Annual		
End Date:	See Below	**Billing Method**	Email	**SFDC Org ID:**	
Term Year:	3 Term Year	**Terms:**	Net 35		

		Start Date: **End Date:**	July 20, 2020 – July 19, 2021	July 20, 2021 – July 19, 2022	July 20, 2022 – July 19, 2023
Product Name	**Product Type**	**Annual Quantity**	**Term Year 1**	**Term Year 2**	**Term Year 3**
Zuora Central Platform - Nine	Platform Fee	1	$ 652,500.00	$ 652,500.00	$ 652,500.00
Transactional Committed Volume	Committed Volume : per 1M	3	$ 12,000.00	$ 12,000.00	$ 12,000.00
	Volume Overage Rate 2%**				
Workflow - Advanced	Connect	1	$ 69,600.00	$ 69,600.00	$ 69,600.00
Zuora CPQ: Nine	Add-on Module	1	$ 108,750.00	$ 108,750.00	$ 108,750.00
Configurable Lockbox	Connect	1	$ 10,440.00	$ 10,440.00	$ 10,440.00
Subscriber Portal (Nine)	Connect	1	$ 26,100.00	$ 26,100.00	$ 26,100.00
Zuora University: End Users & Administrators	Seats	3	$ 5,220.00	$ 5,220.00	$ 5,220.00
		*Annual Total:	$ 884,610.00	$ 884,610.00	$ 884,610.00

MSA, Taxes, and Other Special Terms

* The subscription Annual Total shown is subject to any applicable local or state sales taxes.
** Volume Overage - 2% for any Volume in excess of Committed Volume.

Once this Order Form is executed by both Parties, the following terms (collectively, the 'Agreement') govern your use of Zuora's Service:
(a) this Order Form; and
(b) the Master Subscription Agreement signed by the Parties' to govern Customer's subscription to the Zuora Service (the 'Master Terms').
By executing this Order Form, Customer acknowledges having read, accepted and received a copy of the entire Agreement. Any capitalized terms in this Order Form that are not defined herein have the meaning indicated in the Parties' Master Terms. The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order Form and the Parties' Master Terms, Master Subscription Agreement will take precedence and prevail.

Zuora's fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their Master Subscription Agreement and applicable law.

For Zuora University, the support and uptime terms in Exhibit A are inapplicable.

Following the Service Term (3 Term Year), for the first Renewal Service Term, prices for the Annual Total Fees listed above will increase by the greater of: a) five percent (5%); or b) the then-current Consumer Price Index ("CPI") in effect on the Renewal Term start date.

Transactional Committed Volume is the aggregate gross value of all invoices posted using the Service during each Term Year specified in the relevant Order Form, net of the aggregate gross value of invoices canceled and unposted during the same period. Transactional Committed Volume is inclusive of taxes charged by Customer using the Services. Transactions invoiced in a currency other than Customers' contracting currency will be converted to Customers' contracting currency based on the prior day's exchange rate.

Additional Transactional Committed Volume Upgrade Options		
Total $ Committed Volume Range		Price per Million
0	3,000,000	$ 4,000/Mil
3,000,001	20,000,000	$ 3,200/Mil
20,000,001	100,000,000	$ 2,400/Mil
100,000,001	250,000,000	$ 1,600/Mil
250,000,001+		$ 800/Mil

During the Service Term, Customer shall have the right to purchase additional Transactional Committed Volume at the rates provided in the table above. Such Transactional Committed Volume shall be available to the Customer for the remainder of the Initial Service Term ("Additional Transactional Volume"). Any transactional volume processed in excess of the initial Transactional Committed Volume or purchased Additional Transactional Committed Volume shall be billed at a rate of 2%. If Customer purchases any Additional Transactional Committed Volume. For purposes of calculating Transactional Committed Volument forany subsequent Renewal Service Term shall, the Transcatonal Committed Volume shall consist of any initial Transactional Committed Volume and Additional Transactional Committed Volume previously purchased in the prior Service Term.

Optional Upgrade		
Products	**Quantity**	**Annual Fee**
RevPro Platform High Volume Edition: up to 6M transactions	1	$250,000

During the Service Term, Customer shall have the right to purchase products at the rate shown above. Annual price shall be prorated for the remaining months in the existing Service Term.

There will be no automatic renewal under this Order Form; any renewal would require the prior written agreement of both parties.

Signatures

Zuora, Inc.	City of Denver
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A - CCD RTM_SOW Mapping v 1.4

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Requirement Compliance	Requirement Compliance Description	Vendor Response Comments	SOW Language	SOW Pricing
1	Non-Functional	Performance Efficiency	This characteristic represents the performance relative to the amount of resources used under stated conditions. This characteristic is composed of the following sub-characteristics: Time behavior: Degree to which the response and processing times and throughput rates of a product or system, when performing its functions, meet requirements. Resource utilization: Degree to which the amounts and types of resources used by a product or system, when performing its functions, meet requirements. Capacity: Degree to which the maximum limits of a product or system parameter meet requirements.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
1.5	Non-Functional	Department of Public Works: Solid Waste	Contains a minimum of 180,000 customer accounts with a growth factor of ~3,000 accounts per year.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora has a number of customers that are processing a high volume of transactions in our hosted system. A representative example of a high volume customer has the following key volume metrics for a given month: -- 1.7 million accounts -- 3 million subscriptions -- 2 million invoices per bill run Zuora's infrastructure has been architected with large amounts of standby capacity to accommodate growth. The average monthly system utilization rate is 30%.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Not Included in SOW as it's not applicable
1.6	Non-Functional	Department of Public Works: Solid Waste	Accommodate a minimum of 20 concurrent users.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora does not limit the number of users in the system however, generally Zuora functions primarily as a financial system of record and Zuora's customers do not provide access to every single person within one department. There are typically functional owners as it relates to subscription management, billing, payments, and finance, with day-to-day users in these functions having specific roles in Zuora as well. Customer service and sales typically leverage their existing CRM and CSR tools instead of having Zuora log-ins, with Zuora data populating the objects in the CRM and CSR tools.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Not Included in SOW as it's not applicable
1.7	Non-Functional	Department of Public Works: Solid Waste	Accommodate a minimum of 40 non-concurrent users.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora does not limit the number of users in the system however, generally Zuora functions primarily as a financial system of record and Zuora's customers do not provide access to every single person within one department. There are typically functional owners as it relates to subscription management, billing, payments, and finance, with day-to-day users in these functions having specific roles in Zuora as well. Customer service and sales typically leverage their existing CRM and CSR tools instead of having Zuora log-ins, with Zuora data populating the objects in the CRM and CSR tools.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Not Included in SOW as it's not applicable
1.8	Non-Functional	Department of Public Works: Solid Waste	Accommodate a minimum of 180,000 bills per month with a growth factor of ~3,000 bills per year.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora has a number of customers that are processing a high volume of transactions in our hosted system. A representative example of a high volume customer has the following key volume metrics for a given month: -- 1.7 million accounts -- 3 million subscriptions -- 2 million invoices per bill run Zuora's infrastructure has been architected with large amounts of standby capacity to accommodate growth. The average monthly system utilization rate is 30%.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Not Included in SOW as it's not applicable
2	Non-Functional	Compatibility	Degree to which a product, system or component can exchange information with other products, systems or components, and/or perform its required functions, while sharing the same hardware or software environment. This characteristic is composed of the following sub-characteristics: Co-existence: Degree to which a product can perform its required functions efficiently while sharing a common environment and resources with other products, without detrimental impact on any other product. Interoperability: Degree to which two or more systems, products or components can exchange information and use the information that has been exchanged.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					

2.1	Non-Functional	Integration	Solution integrates with required external systems.	Refer to Integration Requirements Matrix (IRM) attachment.	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora subscribes to an open API ethos. We believe in making all of our functionality accessible via authenticated APIs so that Zuora can easily be integrated with other systems, both to ingest Zuora data AND to send data to Zuora. Our APIs are 100% REST-ful and we sometimes release functionality as APIs before the UI is ready, so that integration is possible immediately. We have productized integration to many different systems, like CRM systems, taxation vendors, payment gateways, and ERP systems and continue to add more all the time. In addition, Zuora Workflow provides the ability to configure automated business processes that require communication with external systems.	See SOW section 4.2 and the IRM for additional detail on integrations.	Included: Integration points as identified in the SOW
3	**Non-Functional**	**Usability**	**Degree to which a product or system can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use. This characteristic is composed of the following sub-characteristics:** **Appropriateness recognizability: Degree to which users can recognize whether a product or system is appropriate for their needs.** **Learnability: Degree to which a product or system can be used by specified users to achieve specified goals of learning to use the product or system with effectiveness, efficiency, freedom from risk and satisfaction in a specified context of use.** **Operability: Degree to which a product or system has attributes that make it easy to operate and control.** **User error protection: Degree to which a system protects users against making errors.** **User interface aesthetics: Degree to which a user interface enables pleasing and satisfying interaction for the user.** **Accessibility: Degree to which a product or system can be used by people with the widest range of characteristics and capabilities to achieve a specified goal in a specified context of use.**	**This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)**					
3.1	Non-Functional	Customer Portal: Desktop	Customer portal can be accessed via web browsers on desktop devices.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora's Subscriber Self-care Portal is also a cloud based product and as such, can be accessed on a device with Internet access.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Included
3.2	Non-Functional	Customer Portal: Mobile	Customer portal supports responsive design for mobility and, therefore, can be accessed from a variety of mobile devices.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	You will have CSS configuration ability with Zuora's Subscriber Self-care Portal and mobile responsiveness can be a part of the design.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Included
3.3	Non-Functional	Customer Portal: Branding	Customer portal can be customized to support City and County of Denver branding guidelines. Note: Refer to https://denvergov.org/denverstyleguide/		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	You will have CSS configuration ability with Zuora's Subscriber Self-care Portal and thus, you have full flexibility in branding and styling.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Included
3.9	Non-Functional	American Disabilities Act (ADA)	The purpose of the American Disabilities Act is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life. For more information please see below. https://adata.org/learn-about-ada Demonstration of Compliance: The DOJ is currently developing regulations to provide specific guidance, but organizations are encourage to use the WCAG 2.0 level AA guidelines as a guide on how to become accessible.	The City will support the relationship between SiteImprov and Zuora. SiteImprov will provide the manual testing.	**With Configuration**	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.	Zuora Central Platform is never accessed by the public and thus, should not be subject to ADA compliance. More discussion between Zuora and CCD legal teams can be held. Depending on guideline requirements and design, Zuora's Subscriber Self-care Portal can provide CSS configuration and flexibility to structure the styling and accessibility of the Portal. More discussion between Zuora and CCD legal teams can be held.	Note: ADA will not be addressed in the SOW but will be included in the contract. The contractual language was drafted by Karen Pellegrin and Steve Hahn.	Not Included in SOW, addressed separately

4	Non-Functional	Reliability	Degree to which a system, product or component performs specified functions under specified conditions for a specified period of time. This characteristic is composed of the following sub-characteristics: Maturity: Degree to which a system, product or component meets needs for reliability under normal operation. Availability: Degree to which a system, product or component is operational and accessible when required for use. Fault tolerance: Degree to which a system, product or component operates as intended despite the presence of hardware or software faults. Recoverability: Degree to which, in the event of an interruption or a failure, a product or system can recover the data directly affected and re-establish the desired state of the system	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
4.1	Non-Functional	Availability %	Solutions supports at least a 99.9% availability.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora has been architected to provide an SLA on availability of 99.9%.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Addressed by MSA
5	Non-Functional	Security	Degree to which a product or system protects information and data so that persons or other products or systems have the degree of data access appropriate to their types and levels of authorization. This characteristic is composed of the following sub-characteristics: Confidentiality: Degree to which a product or system ensures that data are accessible only to those authorized to have access. Integrity: Degree to which a system, product or component prevents unauthorized access to, or modification of, computer programs or data. Non-repudiation: Degree to which actions or events can be proven to have taken place, so that the events or actions cannot be repudiated later. Accountability: Degree to which the actions of an entity can be traced uniquely to the entity. Authenticity: Degree to which the identity of a subject or resource can be proved to be the one claimed	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
5.1	Non-Functional	Data Privacy	Personal Identifiable Information (PII)	Protects PII as defined in the NIST Special Publication 800-122 Note: PII is defined as "any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information."	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora typically stores customer data for billing purposes, such as name, address, and contact information. In general, very sensitive data like social security numbers and date of birth are not stored in Zuora. Regardless, Zuora provides multiple security measures as outlined in our SOC compliance reports.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Addressed by MSA

5.2	Non-Functional	Data Privacy	National Institute of Standards and Technology (NIST) SP 800-53R4	Complies with the National Institute of Standards and Technology (NIST) SP 800-53R4.	**With Configuration**	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.	Zuora currently maintains certificates for the following: -PCI DSS Level 1 Compliance -SOC 1 (SSAE18 and ISAE 3402) Type 2 Compliance -SOC 2 Type 2 Compliance -SOC 3 Compliance -ISO 27001 Certification -ISO 27018 Certification -HIPAA (Business Associate) Compliance -EU-U.S. Privacy Shield -Swiss-U.S. Privacy Shield -TrustArc platform assessment (previously TRUSTe) Zuora also leverages NIST 800-88 for data stored on physical media. On systems, Zuora implements secure deletion of files to ensure data is destroyed and not recoverable. This includes secure deletion and rotation of keys used to encrypt data in SafeNet cryptographic products. In terms of specific compliance with NIST SP 800-53R4, Zuora complies as applicable. Between Zuora's ISO 27001, SOC, and PCI requirements that we need to meet, we meet all applicable NIST 800-53 requirements.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Addressed by MSA
5.3	Non-Functional	Identity Management	Identity Management: This includes the features and capabilities to support the provisioning of users, assigning them into role/groups, and manage their access rights to specific areas of the solution.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	The setting of a specific user role is viewable by Administrators in Zuora, who can create custom roles to control user permissions at a granular level. Zuora assigns 4 types of user roles to each user – Platform Roles, Billing Roles, Payment Roles and Finance Roles. A user can be assigned to any number of roles and the total number of custom roles you can create is unlimited.	Scope ● Users & permissions ● Utilize the Services' OOTB functionality to configure roles, users and permissions ● Security SAML 2.0 SSO through Okta or Microsoft Windows Active Directory Federation Services (AD FS) 2.0 with HTTPS Assumptions ● Multi-Entity support is out of scope	Included
5.4	Non-Functional	Access Management	Access Management: This includes the features and capabilities to support Single Sign On (SSO), authentication, authorization, auditing, policy administration.	By default, a user accessing the portal will be directed to a log-in page, followed by the homepage from which the user may navigate to a payment page (if already logged in, then the homepage)	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora supports the single sign-on infrastructure using federated authentication via Security Assertion Markup Language (SAML) 2.0. SAML provides a secure, XML-based solution for exchanging user security information between an identity provider and service providers. The federated authentication process in Zuora involves the following entities: Identity Provider: The authority system that provides the user information. Zuora system trusts the identity provider's user information and uses the data to provide access to the application. Service Provider: Zuora application User: Zuora application user		Included
5.5	Non-Functional	Role-Based Security	Access to data, screens, and critical functions can be limited based on roles.	The following are some examples of role-based security used by Solid Waste: System Administrator: This will be a small group responsible for the ongoing operational support and configuration changes. This group will have the highest level of access and should be able to maintain system user's account. They may perform activities like setting up new users, granting/restricting access to other users/roles, bulk updates etc. Customer Service Representative: Solid waste customer service will be using the system to view/update customer information, account information, create/update service requests and run reports. Program Admin: This group will have access similar to customer service representative and may handle specialized programs like adopt-a-spot, Denver Public Schools accounts etc.	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	The setting of a specific user role is viewable by Administrators in Zuora, who can create custom roles to control user permissions at a granular level. Zuora assigns 4 types of user roles to each user – Platform Roles, Billing Roles, Payment Roles and Finance Roles. A user can be assigned to any number of roles and the total number of custom roles you can create is unlimited. In addition, functions and roles can be limited as desired. The current proposed architecture for CCD's implementation does not include limitation of data access. To limit data access, it would require other solutions in Zuora's portfolio, which will require further discussion. With that said, customer service and work order management and related permission rights will be outside of Zuora and managed by the respective customer service and work order management systems.		Included

5.6	Non-Functional	Audit Logging	User activity is recorded for security and auditing purposes.	Text in bold is additional information that the vendor provided after award.	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora tracks all financial and subscription related transactions and the user who created those transactions. Audit logs can be created using standard reporting for any of those objects. Zuora SSP currently does not delete logs.	Included in Zuora's basic or configurable functionality, but not explicitly called out in the SOW.	Included: Reporting on Zuora transactions • Subscription and Amendments • Invoices, Payments, Credit/Debit Memos, Refunds • Revenue Schedules, Revenue Events • Journal Entries
6	**Non-Functional**	**Maintainability**	**This characteristic represents the degree of effectiveness and efficiency with which a product or system can be modified to improve it, correct it or adapt it to changes in environment, and in requirements. This characteristic is composed of the following sub-characteristics:** **Modularity: Degree to which a system or computer program is composed of discrete components such that a change to one component has minimal impact on other components.** **Reusability: Degree to which an asset can be used in more than one system, or in building other assets.** **Analyzability: Degree of effectiveness and efficiency with which it is possible to assess the impact on a product or system of an intended change to one or more of its parts, or to diagnose a product for deficiencies or causes of failures, or to identify parts to be modified.** **Modifiability: Degree to which a product or system can be effectively and efficiently modified without introducing defects or degrading existing product quality.** **Testability: Degree of effectiveness and efficiency with which test criteria can be established for a system, product or component and tests can be performed to determine whether those criteria have been met.**	**This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)**					
6.1	Non-Functional	User-Defined Workflows	New user-defined workflows can be configured to orchestrate and manage business processes.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora Workflow is a Zuora product for designing, configuring, and deploying business workflows in Zuora. With Workflow, you can automate a set of business processes that otherwise need to be performed manually and repetitively.	Workflow & Adaptation Design Document* Creation and up to two (2) revisions of a document detailing the functional & technical design, user story, assumptions, flow of data, calculations, wireframes, and scalability for all workflows and adaptations	Included as identified in the SOW
6.2	Non-Functional	User-Defined Business Rules	New user-defined business rules can be configured to enforce constraints, perform logical operations, and perform calculations.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora Workflow is a Zuora product for designing, configuring, and deploying business workflows in Zuora. With Workflow, you can automate a set of business processes that otherwise need to be performed manually and repetitively.		Included as identified in the SOW
6.3	Non-Functional	User-Defined Attributes	New user-defined attributes can be added and used in screens, reports, workflows, and business rules.		**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora provides the ability to add up to 50 custom fields on any object in Zuora, in order to capture metadata and leverage that data in reports, workflow, and notifications.	Install & Configure Service Zuora team will configure all components outlined in the Zuora Design. This SOW includes the configuration of the following Service products and add-ons: ● Zuora's Enterprise Edition ● Zuora Billing ● Zuora Workflow ● Zuora CPQ ● Zuora 360 ● Zackbox ● Subscriber Portal For the avoidance of doubt, subscription rights and fees for these items are not included in this SOW. Customer must subscribe to these products under an Order Form to the Agreement in order to be provided any access by Zuora. Products acquired by Customer and not listed above will require a Change	Included

ID	Type	Category	Requirement	Notes	Status	Comment	Zuora Comment	Scope	Included
6.4	Non-Functional	User-Defined Forms and/or Screens	New forms and/or screens via configuration that can provide input by way of text fields, controls, etc. from the user and have formatting and content rules to ensure data integrity and accuracy.	The key difference between a form and screen in this context is that the former is typically a separate artifact from the application while the latter is typically embedded in the application. However, they typically provide similar functions (e.g. capturing input from the user to be used in a process).	**With Custom Programming**	The solution can meet the requirement only by modifying the product's source code (changing or adding new code) to enable it to do what it was not originally able to do.	Customers typically do not modify the screens in Zuora. However, Zuora can assist in designing and implementing custom screens and actions if required by design.	Out of scope for Zuora for phase 1	Not Included
7	Non-Functional	Portability	**Degree of effectiveness and efficiency with which a system, product or component can be transferred from one hardware, software or other operational or usage environment to another. This characteristic is composed of the following sub-characteristics:** **Adaptability: Degree to which a product or system can effectively and efficiently be adapted for different or evolving hardware, software or other operational or usage environments.** **Installability: Degree of effectiveness and efficiency with which a product or system can be successfully installed and/or uninstalled in a specified environment.** **Replaceability: Degree to which a product can replace another specified software product for the same purpose in the same environment.**	**This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)**					
7.1	Non-Functional	Portability	If the proposed solution is on-premise, the solution can be hosted on the City's data center (Data Center X).		**Cannot Meet**	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".	Zuora is a cloud based solution.	Out of scope for Zuora in General	Not Included as it's not applicable
9	Non-Functional	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.**						
9.1	Non-Functional	Accounts Receivables (A/R) Records	Accounts Receivables (A/R) Records are retained for 3 years. Per City and County of Denver Data Retention Schedule: 30.020* ACCOUNTS RECEIVABLE (A/R) RECORDS Records of collection of monies such as record documenting payments to Denver in which the City holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases; includes but is not limited to automatic clearinghouse (ACH) forms; on-line payments, cash books, journals, receipts, reports and supporting documentation; fines, fees and charges receipts, other payments and supporting documentation; accounts receivable balance sheets; cash register validation tapes; statements and invoices issued by Denver, etc. See also 30.210, Utility Billing. Retention: 3 years	Accounts cannot be deleted once related transactions are included in any journal entries for auditing purposes. Any sensitive data may be scrubbed to remove PII. Automating this process based on business rules will require workflow configuration (currently not in scope). We estimate that a workflow performing below would come in at ~ $25K of additional costs to the SOW. The workflow would: •Scrub account information •Scrub contact information •Scrub payment methods •Delete billing documents (i.e. PDFs) •Scrub payments and refunds of reference Ids •Delete notification history (e.g. emails)	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora retains customer data indefinitely as long as they are an active customer of Zuora. If a customer has a specific data retention requirement that must be enforced on their data while they are an active customer, it is the obligation of the customer to manually monitor and maintain this policy. Zuora has technical capabilities to delete customer data within a tenant after the termination of the service contract obligations. Zuora's standard service contracts will retain customer data for 30 days after termination to enable a customer to export its data, after which time Zuora queues the customer tenant for deletion.	Note: Data retention needs and capabilities should be revisited after the SOW and Contract have been signed as part of the implementation phase to see what we can do to mitigate this issue to the extent possible	Data retention should be part of MSA Not Included: Any work to automate data scrubbing
9.2	Non-Functional	Utility Billing Records	Utility Billing Records are retained for 3 years after account closed or after account is transferred to another customer. Per City and County of Denver Data Retention Schedule: 30.210 UTILITY BILLING RECORDS Records relating to the billing of customers for utility services. A. Account Records Records of individual customer accounts, including new service orders, trouble orders, billing statements or invoices, adjustments made to accounts, nonpayment billing notices, turn-off orders, security deposit payment and refund records, meter deposit receipts, meter reading exception reports, meter orders and other account records. Retention: 3 years after account closed or after account is transferred to another customer	Accounts cannot be deleted once related transactions are included in any journal entries for auditing purposes. Any sensitive data may be scrubbed to remove PII. Automating this process based on business rules will require workflow configuration (currently not in scope). We estimate that a workflow performing below would come in at ~ $25K of additional costs to the SOW. The workflow would: •Scrub account information •Scrub contact information •Scrub payment methods •Delete billing documents (i.e. PDFs) •Scrub payments and refunds of reference Ids •Delete notification history (e.g. emails)	**Out-of-the-Box**	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Zuora retains customer data indefinitely as long as they are an active customer of Zuora. If a customer has a specific data retention requirement that must be enforced on their data while they are an active customer, it is the obligation of the customer to manually monitor and maintain this policy. Zuora has technical capabilities to delete customer data within a tenant after the termination of the service contract obligations. Zuora's standard service contracts will retain customer data for 30 days after termination to enable a customer to export its data, after which time Zuora queues the customer tenant for deletion.	Note: Data retention needs and capabilities should be revisited after the SOW and Contract have been signed as part of the implementation phase to see what we can do to mitigate this issue to the extent possible	Data retention should be part of MSA Not Included: Any work to automate data scrubbing

Exhibit A - CCD Integration Requirements v 1.3

ID	Transaction Type	Source	Integration Type	Target	Dataflow	Description	Candidate Integration Mechanism	Event/Trigger	Volume	Security Constraints
1	Account Information	Salesforce Communities	[Source] Provides Data To [Target]	Zuora	User initiates request to create/update account profile information on Salesforce via a web service. Zuora then creates/updates the account profile.	This integration is required so that Online Customer Portal (and potentially other systems) can create/update the account profile (e.g. automated monthly payments settings, customer requests a different can size, etc.). Leveraging the integration through the Zuora managed package.	REST API	Real-Time	Solid Waste has approximately 25,000 customers	This information may contain personally identifiable and/or sensitive financial information.
2	Account Information	Zuora	[Source] Provides Data To [Target]	Salesforce	Internal user initiates request to query information from Zuora to be displayed in Salesforce. Zuora provides the account billing information.	This integration is required so that Salesforce (and potentially other systems) can query the Zuora for customer/account information. Uses the out of the box managed package for Zuora 360. This will include invoice data, payment information, etc.	API	Real-Time	Solid Waste has approximately 25,000 customers	This information may contain personally identifiable and/or sensitive financial information.
3	Initiating Payment	Zuora Subscriber Self-Care Portal	[Source] Invokes [Target]	Paymentech Orbital Gateway	External user enters payment information and initiates a payment. Chase Paymentech receives the payment information and processes the payment.	Zuora has an existing integration with Chase.	API	Real-Time	81% of composting payments are made via credit card	PCI
4	Automated Payment Requests	Zuora	[Source] Provides Data To [Target]	Paymentech Orbital Gateway	Zuora would initiate a request to perform automatic payments. This would require invoking web services on Chase Paymentech if real-time processing is required. Chase Paymentech would use the information (e.g. bank account) provided to perform the payment transaction (e.g. bank draft).	Zuora would provide Chase Paymentech a set of accounts to bill automatically. Chase Paymentech would receive the list of accounts and perform the billing. Chase Paymentech would apply the payment against bank account.	API	Scheduled	Solid Waste has approximately 25,000 customers; the composting program doesn't currently have an automatic payment option, that is set up through a customer's individual bank if they choose	PCI

ID	Transaction Type	Source	Integration Type	Target	Dataflow	Description	Candidate Integration Mechanism	Event/Trigger	Volume	Security Constraints
5	Customer Payment	Chase Paymentech	[Source] Provides Data To [Target]	Zuora	Chase Paymentech would need to invoke a web service on the TBD Billing and CRM Solution for real-time updates. Zuora then posts the transaction against the correct customer account.	Chase Paymentech would provide Zuora customer payments that were processed in Chase Paymentech.	API	Real-Time	Solid Waste has approximately 25,000 customers.	This information may contain personally identifiable and/or sensitive financial information.
6	Payment Information	Zuora	[Source] Provides Data To [Target]	Chase Paymentech	User initiates a request to view payment information in Zuora. Zuora would need to provide a web service for this request.	Allows the TBD Payment Processing Solution to query the TBD Billing and CRM Solution for payment information. Essentially, the main benefit of this integration is to avoid copy/pasting information from the TBD Billing and CRM Solution to the TBD Payment Processing Solution which can be time-consuming and error-prone.	Web Services	Real-Time	REVISIT - This number will greatly depend on the number of the Users in the TBD Billing and CRM Solution and the volume of work performed.	This information may contain personally identifiable and/or sensitive financial information.
7	Refunds	Zuora	[Source] Provides Data To [Target]	Chase Paymentech	Chase processes and issues the refund. Internal user initiates a refund.	Zuora reaches out to Chase to initiate the refund, Chase processes the refund	Manual	Real-Time	The composting program receives 4-6 refund requests per month under normal circumstances (no website issues with double charging, no incorrect late payment reminders)	This information may contain personally identifiable and/or sensitive financial information.
8	Lockbox Payment	JP Morgan Lockbox	[Source] Provides Data To [Target]	Zuora	JP Morgan Lockbox provides a file containing payments that were received via mail and processed through their lockbox service. Zuora uploads the customer payments processed.	JP Morgan processes coupons and checks submitted by customers though the lockbox, and sends CCD a .csv file with information on payments that were processed. JP Morgan would transmit flat file which the TBD Billing and CRM Solution would then import and use to update account payment information. Another option is that Zuora can extract the file from the JP Morgan SFTP site. This can be determined during implementation.	Flat File	Scheduled	Solid Waste has approximately 25,000 customers. In 2020 the composting program has received around 4800 checks so far this year (note that 60% of all payments are made annually rather than quarterly, so there is a larger volume of payments being made in January).	This information may contain personally identifiable and/or sensitive financial information.

ID	Transaction Type	Source	Integration Type	Target	Dataflow	Description	Candidate Integration Mechanism	Event/Trigger	Volume	Security Constraints
9	Bill Printing	Zuora	[Source] Invokes [Target]	Pitney Bowes Planet Press	Zuora initiates a file export of bills to be printed. Pitney Bowes Planet Press acquires the file and uses it to print the bills.	A PDF file is sent to PB (~8K files) for PB to apply postal information. This is a bulk mailing solution. The business' requirement is that this file from Zuora would be sent weekly.	Zuora will generate a PDF that goes into a shared file that PB picks up and processes through the PB software	Scheduled (weekly)	Approx. 60% of composting bills are paid annually, the other 40% are billed quarterly (25,000 bills for the first quarter of the year, 10,000 every quarter after that). The composting program mails residents a physical invoice at the beginning of the quarter because we don't have an email for everyone nor a paperless billing option for residents to choose online/in Access. As of 5/21, we were missing 10% of e-mail addresses (2,416 accounts). The composting program sends out late payment reminders to everyone with an e-mail address (using Mailchimp). This quarter 3,291 late payment reminders were emailed and 372 were physically mailed.	TBD
10	Journal Entries	Zuora	[Source] Provides Data To [Target]	Workday	Zuora will integrate with Workday via nightly summary journal entries with automated entry into WorkDay Workday would then import the file.	After conversation with Zuora and the WD team, it was agreed upon that summary journal entries with automated entry into WorkDay is the best way to set up integrations. This was approved by the finance team. These journals will be entered nightly (7 nights a week, to include weekend payments). This has been approved by the controller and the WD team has provided their LOE (30-50 hours)	Flat File	Scheduled		This information may contain personally identifiable and/or sensitive financial information.

ID	Transaction Type	Source	Integration Type	Target	Dataflow	Description	Candidate Integration Mechanism	Event/Trigger	Volume	Security Constraints
11	Refund Payments	Zuora	[Source] Provides Data To [Target]	Workday	Zuora would initiate a file export of refund payments. **Return to this section once we have a better idea of the workflow for refunds in future state** Workday would then import the file, update accounts, and "cut" a check.	This is an integration to another "area" of Workday to process and provide the refund for the customer	Flat File	Scheduled	REVISIT - TASK: Need to get the average number of refunds from DoF.	This information may contain personally identifiable and/or sensitive financial information.
12	Single Sign On - Employees	Zuora	SAML 2.0 redirects	Azure	Initiates the request for authentication Azure fulfills the request	SSO configuration for federated sign in for denver employees	SAML 2.0	Real Time	Under 100 employees	
13	Single Sign On - Customer/Consumer	Zuora	SAML 2.0 redirects	Current Salesforce Citizen Access Model (May change to align with B2C access roadmap with Azure or PocketGov solution)	Zuora receives the information and either permits or denies access based on that information	SSO configuration for federated sign in for external users	SAML 2.0	Real-time	The composting program has 25,000 customers	

Exhibit A - DOF Billing Requirements v 1.0

Document	Notes from CCD	Is Zuora able to comply with this requirement? Y/N	Description/Details
Check Digit Routine 2 1 2 1	These are the guidelines Zuora would	Yes	Presentment to meet City of Denver
DOF Receipting Requirements			
Req. #	Name		
Payment, Receipt, Cash Handling or Banking of City Funds		Yes	scope listed
Deposit of Funds		No	Not applicable, as deposit of funds will take place external of the billing system
Credit Card Payments		Yes	Chase Paymentech Orbital
Electronic Funds Transfers		Yes	Chase Paymentech Orbital
Payment and Banking Mechanisms		Yes	Lockbox integratiion with JP Morgan
Third-Party Services		Yes	Actual payments will be processed and collected by Chase Paymentech Orbital, JP Morgan, and ECS. Record of payments will be entered into Zuora to close invoices
Lockbox_BAI_Data_Transmission_Guidelines_and_Formats_Description	Zuora needs to be able to ingest the	Yes	Lockbox integration with JP Morgan
Wholesale Lockbox - Scannable Document Specifications_01122015113913	These are Chase's requiremeents for	Yes	Presentment to meet City of Denver

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SCANLINE CHECK DIGIT ROUTINE
MOD 10

Scan Line:	1	2	3	4	5	6	7	8	9	0	7 (CD)
Weights:	2	1	2	1	2	1	2	1	2	1	

Results: 2 + 2 + 6 + 4 + 1+0 + 6 + 1+4 + 8 + 1+8 + 0 = 43

$$50 - 43 = 7$$
$$CD = 7$$

1. Assign weights to numbers in scan line beginning with 2 on the left most character (2.1.2.1.2…. left to right).

2. Multiply weight times number.

3. Add each individual number from the results (**sum of the digits**).

Results: 2 + 2 + 6 + 4 + 1+0 + 6 + 1+4 + 8 + 1+8 + 0 = 43

$$50 - 43 = 7$$
$$CD = 7$$

Add each product number from the results (**sum of the values**).

Results: 2 + 2 + 6 + 4 + 10 + 6 + 14 + 8 + 18 + 0 = 70

$$70 - 70 = 0$$
$$CD = 0$$

4. Subtract the total from the next highest 10.

5. The remainder is the check digit.

Note: We require the check digit to be a single digit numeric value.

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SAMPLE SCANLINE VALUE CONVERSION TABLE

Scanline Value	Assigned Value	Scanline Value	Assigned Value
0	0	I	18
1	1	J	19
2	2	K	20
3	3	L	21
4	4	M	22
5	5	N	23
6	6	O	24
7	7	P	25
8	8	Q	26
9	9	R	27
A	10	S	28
B	11	T	29
C	12	U	30
D	13	V	31
E	14	W	32
F	15	X	33
G	16	Y	34
H	17	Z	35

City and County of Denver – Department of Finance
Cash, Risk and Capital Funding Division
Receipting Requirements for City Funds

Reference:
City Charter Article II – Mayor and Executive Departments, Part 5 – Finance, §2.53 and §2.54
Revised Municipal Code – Chapter 20 – Finance, Article III – Disposition of Funds, Division 2 -
Handling of Receipts and Procedures for Making Refunds, Section 36 and 38
Fiscal Accountability Rule 3.3 – Change Fund and associated procedures and forms
Fiscal Accountability Rule 3.4 – Receipt and Deposit and associated procedures and forms

Payment, Receipt, Cash Handling or Banking of City Funds – Any implementation or process involving payment, receipt, cash handling or banking of City funds (as defined by Denver Revised Municipal Code 20-36) shall be approved by and coordinated directly with the City's Cash Management Section within the Department of Finance's Cash, Risk and Capital Funding Division. The City's Manager of Finance has final authority to establish what forms of payment the City accepts and what mechanisms are used to process the payments.

Deposit of Funds – Funds gross of any fees are the property of the City and shall settle directly to a City-owned bank account approved by the Cash Management Section.

Funds shall be deposited daily by either electronic or physical delivery into a City-owned bank account approved by the Cash Management Section. Any third-party service handling City funds for transport to the bank shall be bonded. The City's preferred method for physical bank delivery is armored car.

Credit Card Payments – Credit card payments shall be processed through a City-owned Merchant Identification (MID) code approved and issued by the Cash Management Section under the existing merchant services agreement managed therein. Any third-party system integrations must certify to process with the City's existing merchant services provider prior to implementation.

The assessment of credit card convenience fees to customers is not part of the City's current receipting business model. Any proposal to assess fees beyond the cost of City services shall be submitted to the Cash Management Section for review and submission to the Manager of Finance for approval.

Systems, structures and procedures implemented shall prove compliant with Payment Card Industry Data Security Standards (PCI DSS), be reviewed and approved by the Cash Management Section and the City's Data Security Team, and/or identified as out of scope by the Data Security Team prior to selection or implementation.

City and County of Denver – Department of Finance
Cash, Risk and Capital Funding Division
Receipting Requirements for City Funds

Electronic Funds Transfers – Systems, structures and procedures implemented shall comply with the National Automated Clearing House Association (NACHA) and other applicable rules and regulations regarding electronic funds transfers. ACH and/or Wire payment mechanisms shall be reviewed and approved by the Cash Management Section prior to implementation.

Payment and Banking Mechanisms – Any payment, receipt, cash handling or banking products or services such as lockbox, online services, point-of-sale or other receipting or transfer mechanisms shall operate using the City's currently contracted providers as overseen by the Cash Management Section. If a business need cannot be met with currently contracted providers, the proposed solution and processing structure shall be submitted to the Cash Management Section for review and submission to the Manager of Finance for approval.

The Cash Management Section shall determine if payment, receipt, cash handling or banking products or services i.e., lockbox shall be implemented based on volume of payments to ensure secured cash handling, timely deposit of funds and efficient updating of customer accounts. The Manager of Finance has final approval of all payment, receipting, cash handling or banking structures and processes.

Third-Party Services – If a third-party is involved in the payment, receipting, cash handling or banking process, the initiating City department or designee shall coordinate the structure, process and implementation with the Cash Management section and the third-party. All payment, receipting, cash handling or banking structures and processes shall be reviewed and approved by the Cash Management Section prior to selection and implementation. The Manager of Finance has final approval of all payment, receipting, cash handling or banking structures and processes.

J.P.Morgan

DATA TRANSMISSION GUIDELINES AND FORMATS

J.P. Morgan has established the following Bank Administration Institute (B.A.I.) record formats to assist our customers in their system design. Please feel free to use this standard format as an example or useful guide in creating your format.

Standard Record Formats - Description
The standard output record formats are comprised of eight record types which are defined functionally as follows:

Type 1 - **Immediate Address Header:** This record is the beginning of the data and identifies both the source and destination of all data contained therein. In essence, this record (1) identifies the originator of the data and (2) enables your company to verify that the data was intended for your company.

Type 2 - **Service Record:** This record identifies the purpose, content and physical characteristics of the data contained in the data file. There is only one service record per transmission data set, and this record remains in effect until the end of transmission.

Type 5 - **Detail Header:** The detail header record is used to reduce the size of ensuing detail records by carrying the required information that is common to all the detail records it precedes for a given deposit date.

Type 6 - **Detail Record:** This record carries the data belonging to a single remittance transaction (check amount; transit routing number from the check; remitter's account number; check number; 30 "free" positions which can be structured according to customer instructions to contain remittance detail such as invoice numbers and amounts or remitter name). This record does not contain detail information common to all transactions.

Type 4 - **Detail Overflow Record:** This record provides a means of handling remittance detail in excess of the 30 positions which can be accommodated in the Detail Record Type 6. This record has 69 "free" positions which can be structured according to customer instructions, and is most commonly used to hold additional invoice data.

Type 7 - **Batch Total Record:** This record marks the end of a batch of detail records and is used for balance and control purposes. Note that each batch will have a unique, identifying set of sequential batch and item numbers.

Type 8 - **Service Total Record:** The service total record marks the end of all batches for a given lockbox and is used to balance all detail batches to that lockbox. Each service total record also contains the daily cumulative control information.

Type 9 - **Destination Trailer:** The destination trailer record marks the end of the data and includes the total number or records.

File Data Sequence

A typical file generated by the bank will use the eight standard record formats as follows:

One Lockbox Account, One Remittance Batch

(1)					Immediate Address Header
(2)					Service Record
(5)	(6)	(4)	(6)	(7)	Single Lockbox With One Batch
(8)					Service Total for Single Lockbox and the Data Set
(9)					Destination Trailer Record

One Lockbox Account, Multiple Remittance Batches

(1)							Immediate Address Header
(2)							Service Record
(5)	(6)	(4)	(4)	(6)	(6)	(7)	Single Lockbox - Batch No. 1
(5)	(6)	(4)	(4)	(6)	(6)	(7)	Single Lockbox - Batch No. 2
(8)							Service Total for Single Lockbox and the Data Set
(9)							Destination Trailer Record

Multiple Lockbox Accounts, Multiple Remittance Batches

(1)						Immediate Address Header
(2)						Service Record
(5)						Lockbox No. 1 Header Record
(6)	(4)	(6)	(4)	(6)	(7)	Lockbox No. 1 - Batch No. 1
(6)	(6)	(6)	(6)	(6)	(7)	Lockbox No. 1 - Batch No. 2
(8)						Service Total - Lockbox No. 1
(5)						Lockbox No. 2 Header Record
(6)	(4)	(4)	(6)	(6)	(7)	Lockbox No. 2 - Batch No. 1
(8)						Service Total - Lockbox No. 2
(9)						Destination Trailer Record

Standard Record Formats - Specifications

For your company's system and programming personnel, the following pages contain detailed BAI record layouts and field contents for each of the standard record formats.

Immediate Address Header

Field Number	Field Size	Positions	Contents	Description
1	1	01	'1'	Record Type
2	2	02-03	'00'	Priority Code
3	10	04-13	Company's Account No.	Immediate Destination
4	10	14-23	'b071000013'	Origin Code
5	6	24-29	YYMMDD Format	Deposit Date
6	4	30-33	HHMM Format	Transmission Time
7	47	34-80	Blanks	Record Filler

Service Record

Field Number	Field Size	Positions	Contents	Description
1	1	01	'2'	Record Type
2	10	02-11	Company's Account No.	Ultimate Destination
3	10	12-21	'b071000013'	Origin Code
4	10	22-31	'0000000000'	Reference Code
5	3	32-34	'400'	Service Type
6	3	35-37	'080'	Record Size
7	4	38-41	'0080'	Block Size
8	1	42	'2'	Format
9	38	43-80	Blanks	Record Filler

Detail Header

Field Number	Field Size	Positions	Contents	Description
1	1	01	'5'	Record Type
2	3	02-04	'000'	Batch Number
3	3	05-07	'000'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	10	21-30	Company's Account No.	Ultimate Destination
7	10	31-40	'b071000013'	Origin Code
8	40	41-80	Blanks	Record Filler

Detail Record

Field Number	Field Size	Positions	Contents	Description
1	1	01	'6'	Record Type
2	3	02-04	'001' to '999'	Batch Number
3	3	05-07	1-999	Item Number
4	10	08-17	'$$$$$$$$cc'	Check Amount
5	9	18-26	Remitter Identification	Transit Routing Number From Check
5a	14	27-40	Remitter Identification	Account Number From Check*
6	10	41-50	Numeric	Check Number*
7	30	51-80	Alphanumeric	See Note

NOTE: These 30 positions can be formatted according to customer instructions, such as three 9-digit invoice numbers or a 15-character remitter name and one 9-digit invoice number.

* Left justify. Fill with blanks. If needed, field 5a can be enlarged to accomodate up to 17 characters, and field 6 can be enlarged to accomodate up to 13 characters.

Detail Overflow Record

Field Number	Field Size	Positions	Contents	Description
1	1	01	'4'	Record Type
2	3	02-04	Same as detail	Batch Number
3	3	05-07	Same as detail	Item Number
4	1	08	'6'	Overflow
5	2	09-10	Begin with '01'	Overflow Sequence Number
6	1	11	'0' or '9'	Overflow Indicator**
7	69	12-80	Alphanumeric	See Note

NOTE: These 69 positions can be formatted according to customer instructions, such as seven 9-digit invoice numbers (and six blanks), or four 9-digit invoice number with 6-digit invoice amount sequences, followed by nine blanks.

** '9' if last invoice of a series overflows for a given '6' detail record, otherwise '0'.

Batch Total Record

Field Number	Field Size	Positions	Contents	Description
1	1	01	'7'	Record Type
2	3	02-04	Same as detail record	Batch Number
3	3	05-07	'000'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	4	21-24	Numeric	Total Number of Checks
7	10	25-34	'$$$$$$$$cc'	Batch Dollar Total
8	46	35-80	Blanks	Record Filler

Service Total Record

Field Number	Field Size	Positions	Contents	Description
1	1	01	'8'	Record Type
2	3	02-04	'999'	Batch Number
3	3	05-07	'999'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	5	21-25	Numeric	Total Number of Checks
7	10	26-35	'$$$$$$$$cc'	Lockbox Dollar Total
8	10	36-45	'$$$$$$$$cc'	Cumulative Transmission Dollar Total
9	35	46-80	Blanks	Record Filler

Destination Trailer

Field Number	Field Size	Positions	Contents	Description
1	1	01	'9'	Record Type
2	6	02-07	Numeric	Total Number of Records
3	73	08-80	Blanks	Record Filler

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Wholesale Scannable Lockbox
Scannable Coupon (Document) Specifications

Scannable Document Specifications: The following parameters should be utilized as a guideline during the initial design of your remittance document. Once finalized, however, the document specifications must remain constant so that processing of your lockbox remittance documents is not adversely impacted. Please notify your Implementation Consultant in advance of any changes to the document design or layout.

Length and Height	For efficient handling and stacking of documents, we recommend that the length to height ratio be within the range of 3:2 to 3:1 and that the dimensions are within the following limits: Minimum Maximum Length 4.75" (12.1 cm) 8.50" (22.8 cm) Height 2.75" (6.5 cm) 4.80" (12.3 cm)
Paper Weight/Grain	The processing equipment can handle paper that has a weight of 20 (75 g/m^2) to 24 (105 g/m^2) LB. We recommend that the grain lie along the horizontal axis of the document.
Surface Texture	The surface texture must be such that the ink will adhere to it during multiple passes through OCR readers. Documents should be encoded on their felt side, which is the obverse side of the document. The reverse side is the wire side.
Perforation Placement	• Perforations should be as far from the scan line as possible. A minimum distance of ½" is required. • **Laser cut perforation is the required method due to the quality and consistency of the perforation**. • If the remittance stub is part of a larger document separated by a perforation line, to avoid potential tears from damaging the scan-line data, the coupon should be located at the **bottom of the page** with the perforation line located on the top end of the coupon.
Laser Printing	• **Scan line laser printing is required**. It produces consistent ink application, character spacing, and character alignment. • Impact printing is not acceptable due to inconsistencies in ink application, character spacing, and character alignment. Misreads and rejects increase cost and reduce the amount of accurate information.
Remittance Address	• **Your Implementation Consultant will provide you with your remittance address. Any operation sites using Department Numbers along with P.O. Box Numbers must reach out to product management for further confirmation.**
Name & Address Change Information	• We do not physically inspect the back of documents for "notes" or other information. • If you request your customers to complete Name & Address Change information on the **back** of the scannable coupon, we strongly recommend you include a Name & Address Change check-off box on the **front** of the coupon. • If you print any information on the back of the coupon we strongly recommend to use grayed out ink. • Information printed on the back of the form must not be printed directly opposite of the scan line, as this may cause read errors. • Systematic detection of check-off box is required.
Testing and Validation	We advise not printing a large supply of invoice stock until JPMorgan Chase tests and validates your scannable coupon (document). Please provide a sample of coupons to JPMorgan Chase each time you start a new print cycle or when you change your print vendor.

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Wholesale Scannable Lockbox
Scannable Coupon (Document) Specifications

Quality Assurance	Before printing a large quantity of the OCR coupons (documents), a small number of sample coupons should be run off and checked for proper operations within the OCR. Most printing houses have proof presses specifically for this purpose. Verified samples should be retained as a standard for judging forms delivered in production quantities. A deviation from the standard that results in improper operation can be then attributed to the printing operation.
Scan Line Font	To ensure that the printed data is highly readable, the following guidelines should be observed: • OCR-A (**Preferred**) numeric and alphanumeric. OCR-A font characters are produced from ANSI X3.17-1981 specifications. • OCR-B numeric and alphanumeric. OCR-B font characters are created from ANSI X3.49-1982 specifications. • Data printed using OCR font characters is preferred. If you elect to use any other font other than OCR-A or OCR-B, please supply your Treasury Management Officer with samples (minimum 100 sample coupons) for testing so that we may confirm that your desired font is supported by our processing platform. • Font Size: 12 pt recommended • The data should be printed at the highest resolution possible (300 dpi is the recommended minimum).
Scan Line Fields	Field Requirements: Check digit routine required, please refer to Scan Line Check Digit information below. All fields described below must be set up with fixed length. Variable length fields are not allowed. • Lockbox number must be included as a field in your scan line. • Account number (highly recommended to have a check digit routine) • Amount Due: Must contain at least one dollar amount field and a maximum of 3 amount fields. Can be multiple amounts (i.e. invoice amount, minimum payment due, payment due plus late charge, etc.) • A maximum of 8 fields are allowed in the scan line depending on the length of each field. Below are the available fields and their maximum lengths: Data Capture Fields Type Available — Maximum Available Length per field 4 Alphanumeric fields — 16 digits 6 Amount fields — 10 digits 3 Numeric only fields — 4 digits 1 Numeric only field — 1 digit • A maximum of 70 characters are allowed per scan line (spaces are not counted as characters). • A blank space can be used to separate fields. • All scan line data fields must be printed elsewhere on the face of the coupon with field titles (*e.g. Invoice #, Invoice Date, etc.)* • Please consult with your Implementation Consultant regarding any other required information in the scan line.
	• A check digit routine for the scan line is required.

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Wholesale Scannable Lockbox
Scannable Coupon (Document) Specifications

Scan Line Check Digit	• The check digit is required for the entire scan line and to be positioned at the right end of the scan line. We can support up to three additional fields with check digits if needed. Please reference the Check Digit Calculation information below for further details. This will ensure the integrity of the scan line and eliminate and reduce errors. • A check digit (**CD**) is the result of a mathematical calculation that is applied to a series of numbers. It is a digit that is used to test the validity of a field, a portion of a field, or a combination of fields determined by an algorithm. The most common check digit routine used in remittance processing is the Modulo 10, or Mod 10. When an invoice/bill/payment coupon is printed, a check digit routine is performed on the scan line and a check digit is calculated. • The Modulus represents the divisor that is used for dividing the cumulative result of the calculation to obtain a Remainder. For example, when you divide the value "12" (cumulative result) by Modulus "10" (the divisor), the Remainder value "2" is generated and used in the check digit calculation. • *Alpha Case* represents the option to convert alphabetic characters (representing the characters A-Z) in the scan line string into numeric characters for the check digit calculation. Alphabetic characters should be printed in uppercase. Each alphabetic character is converted at the beginning of the validation process to a numeric value. Please consult with your Implementation Consultant to verify your specific requirements are within our standard options. • *Special Characters* required approval as not all are supported. Please consult with your Implemenetation Consultant to verify your specific requirements are within our standard options.
Scan Line Location	• The data must be printed in the same orientation as other printing on the document (parallel to the bottom edge of the document). • Scan-line must be at least 0.5 inches from the bottom of the bottom edge of the coupon. • There must be at least 0.5 inch of clear space above the top of the scan line. • Background of the OCR scan line must be white. • There must be at least 0.25 inch of margin from both the left and right edges of the document. • There is a system tolerance for the scanline position of 1 millimeter up or down and 1 character left or right. • If multiple return documents are utilized, it is required that the scan line location (height, start position, etc.) is consistent across all documents reading from the lower right edge of the document. All documents utilized must share a common scan line location, scan line layout, and breakdown. • Any other printing on the document should be kept a distance of 0.5 inches above and below the scan line and there should be no printing on either side of the scan line: • No other information or graphics should appear on the same line as the scan line. • Information printed on the back of the form must not be printed directly behind/opposite of the scan line, as this may cause read errors. • If you print any information on the back of the coupon we strongly recommend to use grayed out ink.

J.P.Morgan
Wholesale Scannable Lockbox
Scannable Coupon (Document) Specifications

Sample Coupon

Below is a sample of a scannable lockbox remittance coupon. Once the printed scan document (remittance stub, coupon, or voucher) design is complete, JPMorgan Chase will require a minimum of 100 unique, original sample coupons for testing purposes. Sample coupons should be sent to your Implementation Consultant, in order to guarantee system satisfaction.

Scannable OCR Coupons add increased demands on the printing operation. It is strongly suggested that the printer house you select is experienced in OCR forms production and fully comprehends the paper conditioning, printing and trimming requirements. Test coupons in 'pdf' format are not accepted.

Required perforations should be as far from the scan line as possible. Laser cut perforation is the recommended method due to the quality and consistency of the perforation. It is strongly recommended that the perforation be at the top of the OCR document.

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. KEEP UPPER PORTION FOR YOUR RECORDS.

JPMorganChase

John Doe
123 Any Street
Any City, NY 12345 - 1234

Please make check or money order payable to **JPMorgan Chase** and return your payment in the envelope provided.

ACCOUNT NUMBER :	123457890
INVOICE DATE :	01/01/2004
DUE DATE :	01/31/2004
INVOICE TOTAL :	$ 981.73

Please check the box if your address has changed and update your address on the back of this remittance.

AMOUNT PAID : _____

JPMorgan Chase Bank, NA
P.O. Box 1234
Brooklyn, NY 11245 - 1234

To ensure proper credit, please include your ACCOUNT NUMBER on the check.

Lockbox Number

1234 12345789 03 013120043 000981734 0

Any other printing on the document should be kept a distance of 0.5 inches above or below the scan line and there should be no printing on either side of the scan line.

Scan line information should be laser printed using OCR font. OCR-A or OCR-B is recommended.

The check digit should be calculated on the entire scan-line.

Using a Check Digit Verification (CDV) routine ensures the integrity of the OCR scan line.

The chance of a misread scan line passing document validation is prevented because of **CDV** failure.

This will eliminate and reduce errors.

PAPER SPECIFICATIONS FOR AUTOMATED EXTRACTION

2006

ENVELOPE SPECIFICATIONS

Model	Min Length	Max Length	Min Height	Max Height	Notes
EAGLE	6.00	9.50	3.50	4.40	Shorter envelopes preferred for speed
System 150	6.00	9.50	3.50	4.40	Shorter envelopes preferred for speed
MPE 7.5	6.00	9.50	3.50	6.40	1. Shorter envelopes preferred for speed 2. Variable Height requires operator adjustment.
MPE 5.0 (standard)	6.00	9.50	3.50	4.375	Shorter envelopes preferred for speed
MPE 5.0 (tall machine)	6.00	9.50	4.50	5.75	Shorter envelopes preferred for speed
MPS 40	5.00	11.50	3.50	6.40	
MPS 30	5.00	11.50	3.50	6.12	
Model 60	5.50	9.50	3.50	5.50	
Model 51	5.00	11.50	3.50	6.375	
Model 50	5.00	10.50	3.50	5.00	
IQ Sort	6.00	9.00	2.75	4.25	
AS 3600	3.50	14.00	2.00	8.50	Up to 1/16" thickness
AS 3690	3.50	14.00	2.00	8.50	Up to 1/16" thickness
Mini Mill	3.50	12.00	3.50	9.00	No cardboard flats – thickness up to ¼"
2100	3.50	12.00	3.50	9.00	Will open FedEx up to ¼"
206	6.00	13.50	Variable Height		Up to ½" Thickness
EV-2	6.00	9.50	Variable Height		Up to ¼" Thickness

* All dimensions are in inches.

Paper Properties:

I. Stiffness

High stiffness is always desirable. Basis weight may vary slightly from the values below if stiffness is maintained.

II. Paper Basis Weight

Uncoated White Wove:	20# minimum
Coated White Wove:	70# minimum, matte finish preferred
Recycled:	24# minimum (request testing for lighter weights)

III. Thickness

All envelopes to be run together as a single job must be of the same design and overall thickness. Envelope thickness variations exceeding .001" will degrade the quality of the extractor's thickness outsorting. Although worst case paper thickness tolerances within the paper manufacturing industry allow greater variation than specified above, field experience has proven than real life variations can be maintained as specified by high quality vendors.

Single paper supply sourcing is highly recommended for each envelope size or style used.

IV. Finish

Extremes of smoothness and coarseness should be avoided. Very smooth (highly calendered) envelopes may be slippery or retain ink poorly. Very coarse (toothy) envelopes are difficult to feed and stack.

V. Porosity

Low paper porosity is preferred. Failed extractions due to "bleed through" will be reduced as the porosity is decreased.

VI. Color

Image-based functions rely on print contrast against the paper. For this reason, dark colored paper should be avoided if image functions (Postnet Bar Code read, Change of Address, Mark Sense, Bent Corner detection) are desired.

Printing on the envelope

1. Heavy printing under the glue line of the envelope flap will prevent the glue from adhering properly. If the flap or back seams are not fully sealed, an increase in paper jams and other serious extraction problems will occur.

2. Heavy printing, particularly on high gloss coated papers, will cause ink to transfer to paper handling components and increase down time for maintenance of those items.

3. Printing on the corners of the envelope will prevent optical detection of folded corners and should be avoided to optimize performance.

ENVELOPE CONSTRUCTION

General Construction

Envelope designs that result in damage from Post Office handling (torn windows or flaps, crumpled, previously opened etc.) will create problems for automated extraction equipment. The contact area of the envelope with the extraction mechanism must be structurally sound after cutting. The envelope sides must be connected securely to the contact area.

Trapping of contents

Side seam envelope constructions may allow checks to become trapped under side seams, which may result in failed extractions. While these failed extractions may not cause the machine to jam, they will significantly increase manual processing of "reunites." The following are ways to minimize or eliminate the possibility of contents being trapped.

1. Shorten the length:

    If the envelope is short enough to prevent a 6" personal check from being inserted under the side seam, the problem is eliminated. This can be accomplished by either shortening the envelope or increasing the width of the side seam. (Side seam widths over 1" are not recommended, however, and the seam flap must be securely glued not more than 1/8" from its inside edge.)

2. Use a Back Window:

    Checks cannot be trapped under the flaps of a side seam envelope if the window is placed on the back of the envelope. The return document, correctly inserted by the customer, shields the check from the side seams.

3. Use a Diagonal Seam Construction:

    Checks cannot be trapped under the flaps when the envelope is constructed using the diagonal seam design.

4. Secure the Side Seams:

    Specify that the side seams be **securely glued within 1/8" from the inside edge** of the seam. A double glue line rather than a wide glue line may be required to accurately secure the outside of the seam at the same time.

Glue

Exposed glue on the inside of the envelope is unacceptable. Special attention should be paid to the glue on the flap. Even when poorly closed, the glue should not be exposed on the inside of the envelope. Flaps and windows should be glued securely and as near to their edges as possible without exposing glue inside the envelope.

Fold Quality

Folds should be adjusted such that the corners are perfect or open. Over-folded corners (ears) will require that the cut depth be increased to ensure complete opening.

Throat

A tapered throat is preferred to enable full customer insertion of the documents. This minimizes the probability of the customer's documents being folded over with the glue flap.

Flap Length

EAGLE/System 150 / MPE 7.5

Long seal-flaps must fall at least 1/2" from the bottom edge of the envelope.

System 100

Long seal-flaps must fall at least 2" from the bottom edge of the envelope.

MPE 5.0

Long seal-flaps must fall at least 3/4" from the bottom edge of the envelope.

Bangtail (advertising flap)

Bangtails can be accommodated, but should be designed to encourage easy removal. Attached bangtails sometimes cause misfeeds and will always result in reunites or other exceptions which must be handled manually.

Static Electricity

Control of static during the manufacture and insertion of envelopes, particularly those with covered windows, is recommended.

Laser printed documents should be discharged after printing.

Orientation Marks

Orientation marks on the edges of envelopes are highly recommended to assist in confirming orientation during mail preparation. Misoriented input will cause either output rejects or misoriented documents in the output. A very effective dual orientation mark system is shown below that highlights all misorientations while the mail is still in the tray or on the feed conveyor.

PRIMARY MARK

1/4" (Minimum)

SECONDARY MARK

NORMAL ORIENTATION

REVERSED AND UPSIDE DOWN

REVERSED

UPSIDE DOWN

MAIL TRAY LOADED
(TOP VIEW)
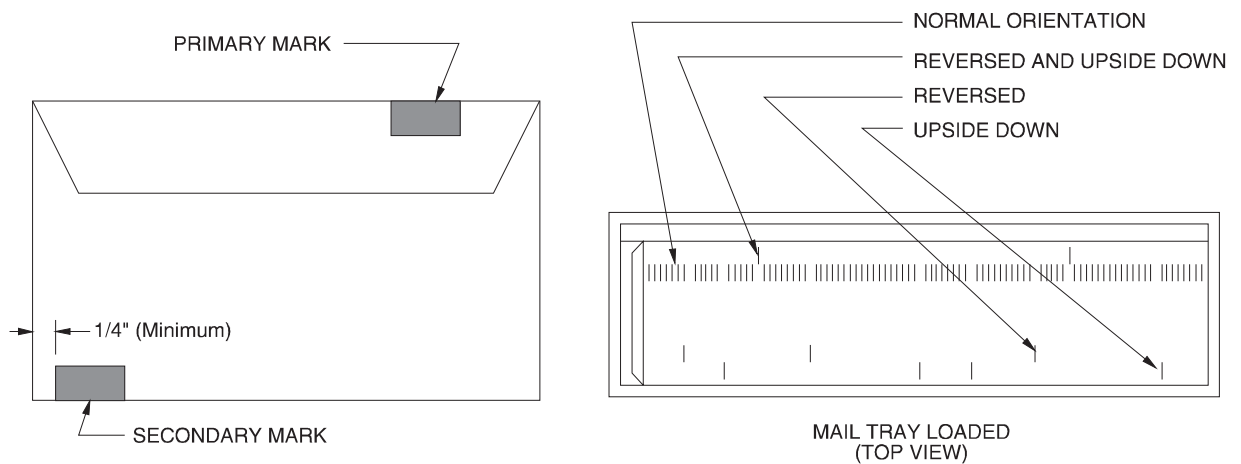
Windows and Window Location

While virtually any windowed envelope can be made to run on automated equipment, optimum performance is achieved by proper window placement and construction. Improper placement of the envelope window can severely degrade the performance of high speed automated extraction equipment. Two rules apply:

1. The opening mechanism (suction cup or friction) must not overlap uncovered windows.

2. The area (and closely adjacent areas) where the opening mechanism operates must be structurally intact and free of damage. A common problem of this type occurs when an uncovered window is located too near to the edge of the envelope and is torn by Post Office sorting equipment.

Uncovered Windows

The key elements for good performance using an uncovered window are size and location.

Window size should be minimized. Large uncovered windows create structural weaknesses and Postal damage due to "snagging" in the stackers.

The window location must conform to the requirements for the extraction machine used to process the mail. (See diagrams on the next page.)

Tip: If the return address can be printed on the envelope and only the Company name shows through the window, a small uncovered window can be used resulting in a cost effective high performance design.

Covered Windows

These are preferred when the window must be large or when the window location causes the problems mentioned above. The primary concern when using covered windows is the tendency for the covering material to develop and retain static electricity inside the envelope. If the window is in the extract area, this can cause contents to stick to the window and result in missed extractions (reunites). Reunites increase the customer's manual exception processing work.

Window patch material may not be located within 1/8" of any edge of the envelope to prevent slivers from being created during the cutting process.

Covering materials:

Glassine holds much less static electricity than plastic patches. However, it is somewhat opaque (it looks like waxed paper) and may sometimes present problems reading a barcode through the window.

Plastic patch material is very clear, but can hold a significant static electric charge.
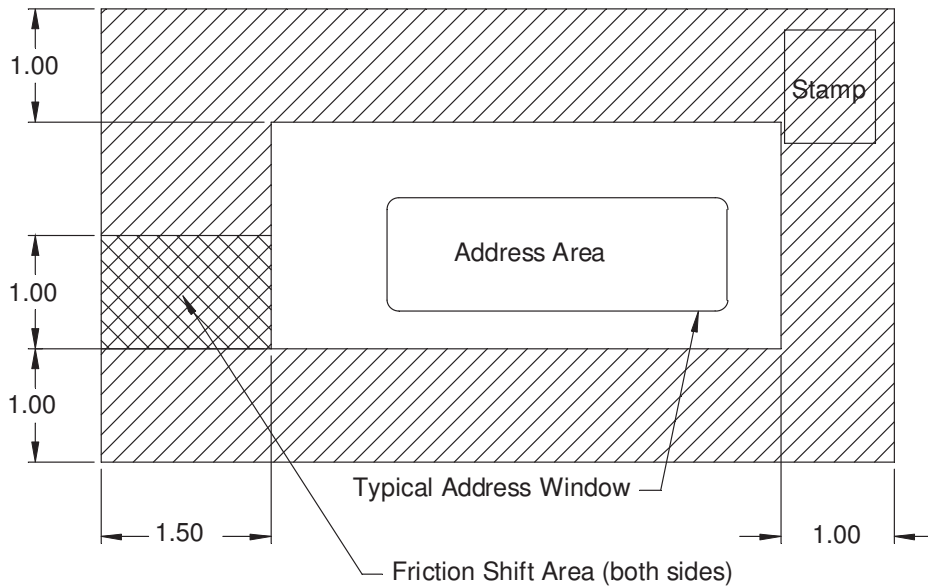
Diagrams:

Both covered and uncovered window envelopes can be processed at peak performance if the envelope windows are located according to the following specifications.
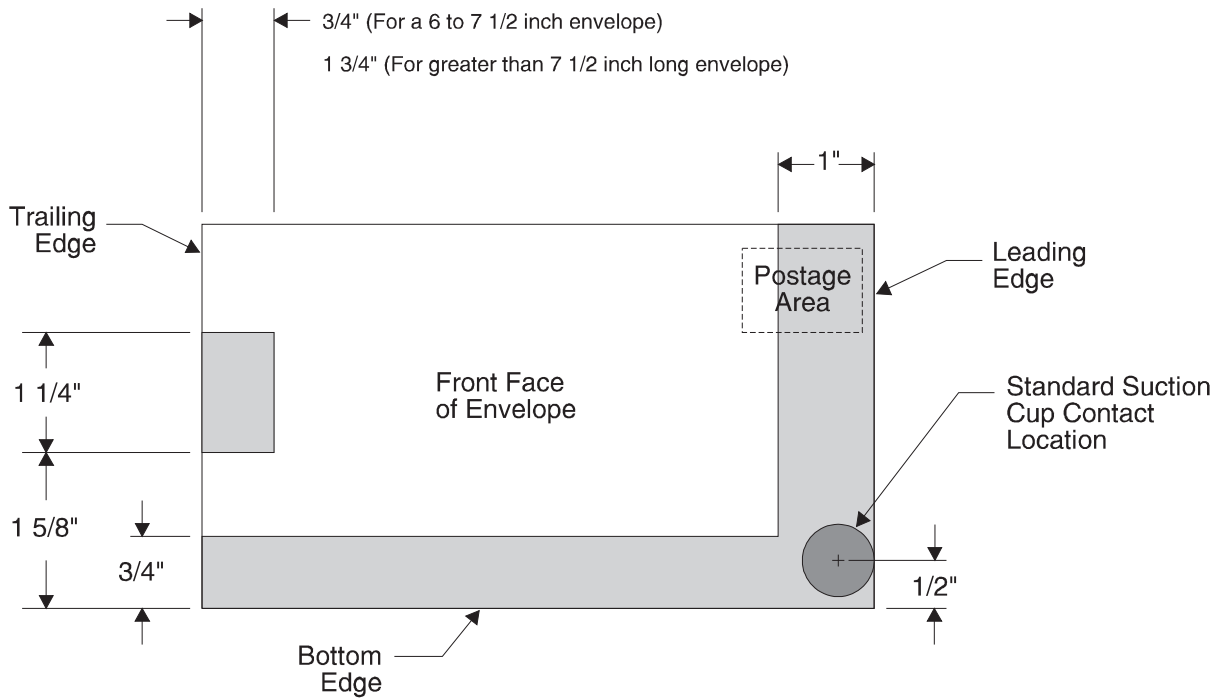
EAGLE/ System 150 / MPE 7.5 Window Placement Diagram
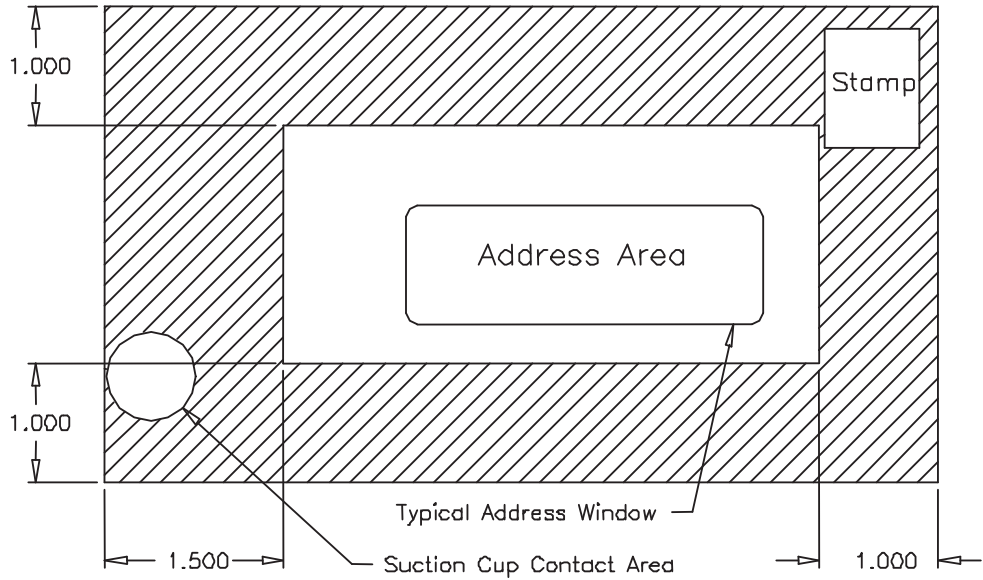
Open windows must not overlap the gray area indicated

System 100 Window Placement Diagram

Open windows must not overlap the gray area indicated

MPE 5.0 Window Placement Diagram

3/4" (For a 6 to 7 1/2 inch envelope)

1 3/4" (For greater than 7 1/2 inch long envelope)

1"

Trailing
Edge

Postage
Area

Leading
Edge

Front Face
of Envelope

Standard Suction
Cup Contact
Location

1 1/4"

1 5/8"

3/4"

1/2"

Bottom
Edge

ALL DIMENSIONS ARE IN INCHES

OPEN WINDOWS MUST NOT OVERLAP
THE GRAY COLORED AREAS

7

RETURN DOCUMENT SPECIFICATIONS

Size

The return document should be sized for a comfortable fit within the return envelope. Recommended clearance is 1/8 inch all around. A fit which is too tight can cause folding and damage. A fit which is too loose requires a larger window.

A standard personal check is 6" x 2 ¾". The minimal length of an envelope for Eagle, System 150, MPE7.5 and MPE 5.0 is 6". With the recommended clearance of 1/8 inch on both sides, the minimal envelope size when processing checks is 6 ¼".

Paper Basis Weight

18 to 24 lb. preferred (high stiffness preferred)

Paper Thickness Variation:

All documents to be run together as a single "job" must be of the same size and thickness. Document thickness variations exceeding .0004" will degrade the quality of thickness outsorting.

Miscellaneous

Holes in the document are not allowable.

Perforated edges should be minimized. When they are needed, a fine perforation is required to prevent sloppy torn edges. If an edge is perforated, the top edge is preferred.

Orientation Feature on the document:

A cut upper corner on the document can be helpful because mis-oriented items stand out in a finished stack of work.

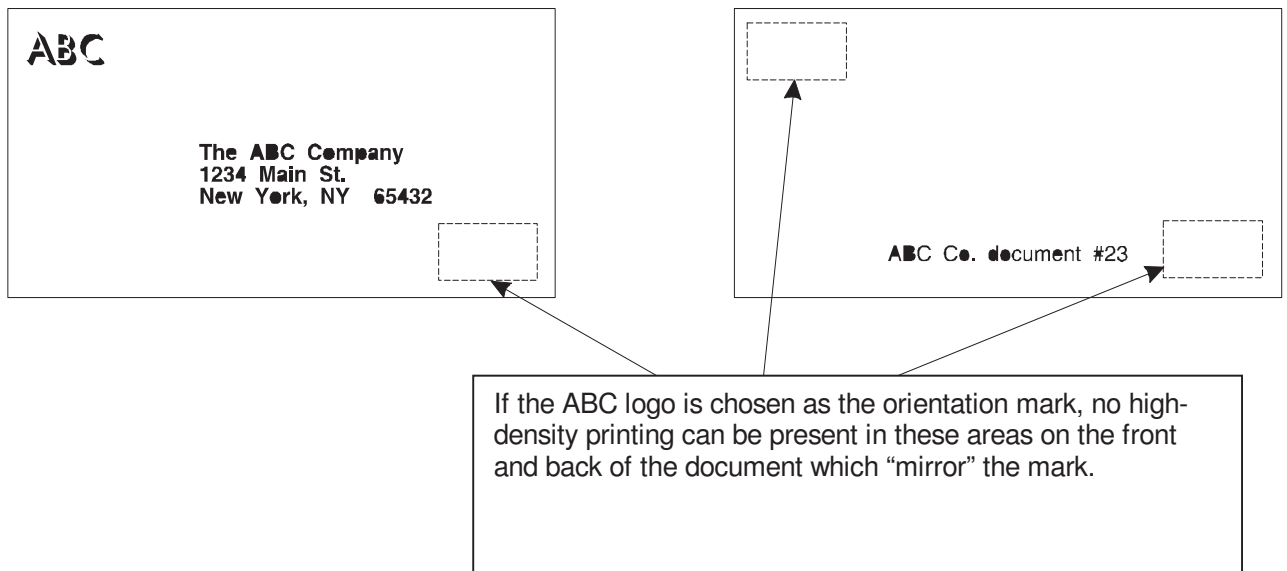**Document Orientation: Mark Sense**

The Eagle, System 150, System 100, and MPE 7.5 are capable of determining the orientation of documents. This optional feature acquires images of both sides of the document and determines document orientation based on the location of characteristic marks. In order for a feature on a document to be used as an orientation mark, it must meet three requirements.

1. The mark must be recognizable to the scan system. A mark will be recognized by the scan system if there is a significant difference in contrast between the mark and the background area surrounding the mark.

2. The orientation mark <u>must not be located</u> near the center of the document. A mark near the center of the document will provide no useful orientation information. An off-center mark will appear to change position when the document orientation is changed. On the sample document shown below, the ABC logo would satisfy requirement three. The example illustrates how the mark will appear to change position if the document is viewed right side up and upside down.

If the document passes camera rightside up, the ABC logo will appear here.

If the document passes camera upside down, the logo will appear here.
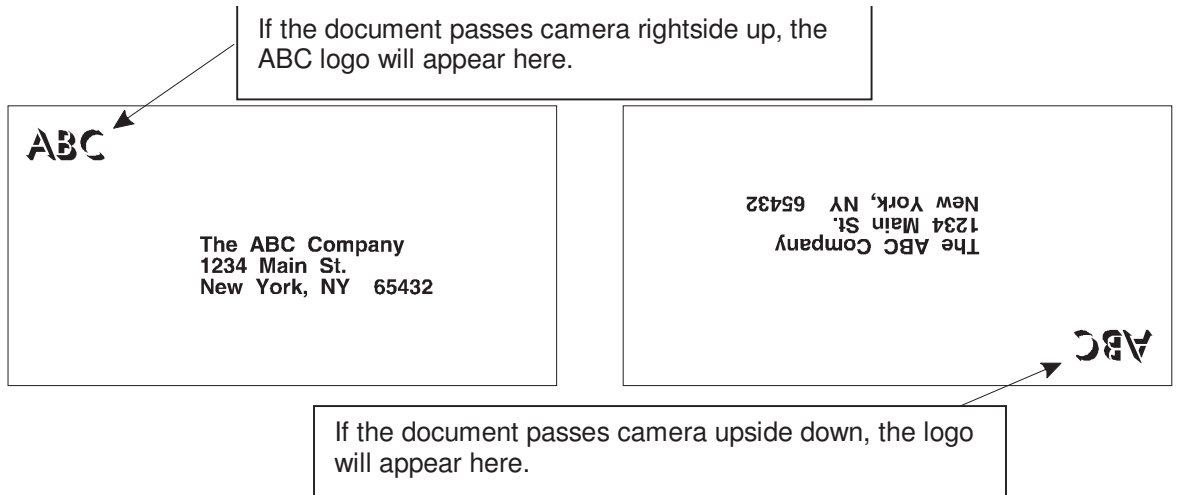
3. An orientation mark must be chosen so that the areas on the document which "mirror" the mark do not contain any high density printing. The drawing on the next page illustrates this requirement.

If the ABC logo is chosen as the orientation mark, no high-density printing can be present in these areas on the front and back of the document which "mirror" the mark.

Document Orientation by Barcode:

In addition to mark-based orientation outlined above, the System 150, EAGLE and MPE 7.5 can determine the orientation of a document **based on the presence of a PostNet Barcode**. This is particularly useful when the document has much data and little white space.

MICR: Magnetic Printing on Documents

Magnetic detection is used to determine the orientation of checks. Magnetic printing on documents can disable this function in some instances.

Documents processed by the EAGLE, System 150, System 100, MPE 7.5

Check orientation is determined <u>after</u> extraction, and each item is scanned individually. Therefore, some MICR on the document can be tolerated, if either the length of the document or its magnetic profile do not match those of a valid check. If a windowless envelope is being used, the document must not have Magnetic Printing.

Documents processed by the MPE 5.0, MPS-30 Sorter, MPS-40 Sorter

Check orientation is determined <u>before</u> extraction (through the envelope.) Therefore, no MICR on the document can be tolerated.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2020

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

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

PRODUCER
ABD Insurance & Financial Services
777 Mariners Island Blvd Suite 250
San Mateo, CA 94404

www.theabdteam.com

CONTACT NAME: Cert Request
PHONE (A/C, No, Ext): 650-488-8565
FAX (A/C, No):
E-MAIL ADDRESS: TechCertRequest@theabdteam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb National Insurance Company	10052
INSURER C :	
INSURER D : Westchester Surplus Lines Insurance Co	10172
INSURER E :	
INSURER F :	

INSURED
Zuora, Inc.
3050 S. Delaware St, Suite 301
San Mateo CA 94403

COVERAGES
CERTIFICATE NUMBER: 55968874
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR	✓	✓	36057652	11/1/2019	11/1/2020	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: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			73606262	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Com/Coll Deductible	$1,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71771364	11/1/2019	11/1/2020	✓ 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
D	Technology Errors and Omissions Including Cyber Liability, network security, privacy liability and product failure			F15216979 001	11/1/2019	11/1/2020	$1,000,000 Per Claim / Aggregate	

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to General Liability.
Waiver of Subrogation applies to General Liability.

CERTIFICATE HOLDER
City and County of Denver
201 W. Colfax Dept 300
Webb Municipal Building
Denver CO 80202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rod Sockolov

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Exhibit C

(SUPPORT AND SERVICE LEVEL AGREEMENT)

This is Exhibit C to Zuora's Master Subscription Agreement (or our other applicable, mutually agreed master agreement(s), if applicable) (the "**Agreement**"). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form. For purposes of clarity, (i) Sections I-V of this Exhibit do not apply to and specifically exclude RevPro, and (ii) Section VI of this Exhibit applies exclusively to RevPro.

I. SUPPORT CONTACTS, ZUORA COMMUNITY & CUSTOMIZATIONS:

A. For "Growth Edition"-level support (or the equivalent, if renamed), Customer will appoint up to **five (5)** designated support contact persons knowledgeable regarding the Service for purposes of contacting Zuora's support team about technical support issues with the Service, including reporting such issues via Zuora's designated support portal / channel.

B. For "Enterprise Edition"-level support (or the equivalent, if renamed), Customer will appoint up to **twenty (20)** designated support contact persons knowledgeable regarding the Service for purposes of contacting Zuora's support team about technical support issues with the Service, including reporting such issues via Zuora's designated support portal / channel.

C. For "Nine Edition"-level support (or the equivalent, if renamed), Customer will appoint a **reasonable number** (though there is no limit on the number for Nine Edition-level support) of designated support contact persons knowledgeable regarding the Service for purposes of contacting Zuora's support team about technical support issues with the Service, including reporting such issues via Zuora's designated support portal / channel.

D. Customer must opt-into Zuora's online community site (i) to receive certain important information about updates and other changes to the Service, and (ii) to take other required action relating to support and use of the Service. Zuora will provide reasonable notice of any updates to its subprocessors through its Normal Communication Channels.

E. The commitments under this exhibit do not apply to customizations, enhancements or other non-standard modifications to the Service requested or made by Customer.

II. SUPPORT FOR ZUORA NON-PRODUCTION TENANTS (FOR ALL CUSTOMERS AND ALL EDITIONS):

A. RESPONSE TIMES: For all support issues relating to Zuora Non-Production Tenants, Zuora will make reasonable efforts to respond promptly (via Zuora's Normal Support Channels, defined below) to all tickets submitted through Zuora's designated support portal / channel, in any event **within two (2) Business Days** after receipt. If Zuora fails to meet this response time commitment, Customer's exclusive remedy and Zuora's sole obligation will be: (a) for Zuora to make reasonable efforts to respond promptly after Customer notifies Zuora that it failed to meet this response time commitment; and (b) if Zuora fails to meet this response time commitment **five (5)** times during a 3-month period, for Customer to terminate the applicable Order Form and receive a refund, on a pro rata basis, of any Fees paid for the Non-Production Tenant(s) that are unused as of the termination effective date.

"**Business Day**" means Monday through Friday, based on the time zone of Customer's primary place of business.

"**Zuora's Normal Support Channels**" means Zuora's online support portal, Zuora's online community site, the "Trust" support status page located at http://trust.zuora.com, and emails sent to the contact duly designated by Customer.

B. SERVICE LEVELS & SERVICE CREDITS: No Service Level or Service Credit commitments apply to Non-Production Tenants.

III. SUPPORT FOR PRODUCTION TENANTS – ZUORA GROWTH EDITION CUSTOMERS:

For "Growth Edition"-level support (or the equivalent, if renamed):

A. RESPONSE TIMES: For all support issues relating to Zuora Production Tenants, Zuora will make reasonable efforts to respond promptly (via Zuora's Normal Support Channels) to all tickets submitted through Zuora's designated support portal / channel, in any event **within two (2) Business Days** after receipt. If Zuora fails to meet this response time commitment, Customer's exclusive remedy and Zuora's sole obligation will be: (a) for Zuora to make reasonable efforts to respond promptly after Customer notifies Zuora that it failed to meet this response time commitment; and (b) if Zuora fails to meet this response time commitment **three (3)** times during a 3-month period, for Customer to terminate the applicable Order Form and receive a refund, on a pro rata basis, of any Fees paid for the Production Tenant(s) that are unused as of the termination effective date; and

B. SERVICE LEVELS & SERVICE CREDITS: No Service Level or Service Credit commitments apply to the Production Tenants.

IV. SUPPORT FOR PRODUCTION TENANTS – ZUORA ENTERPRISE EDITION AND NINE EDITION CUSTOMERS:

For "Enterprise Edition"-level and "Nine Edition"-level support (or the equivalent, if renamed), Zuora will provide the following technical support for all Production Tenants:

A. RESPONSE TIMES: For all support issues relating to Zuora Production Tenants, Zuora will respond in accordance with Table 1:

TABLE 1

ISSUE SEVERITY LEVEL**	RESPONSE COMMITMENT***
0	Fifteen (15) minutes (seven days per week)
1	Two (2) Hours (seven days per week)
2	Six (6) Hours (seven days per week)
3	Two (2) Business Days

*** **"The Issue Severity Levels"** are defined in <u>Section IV-A-1</u> below.
*** **"Response Commitment"** is the maximum time within which Zuora will respond (via Zuora's Normal Support Channels) to each support issue reported by Customer.

1. <u>**Issue Severity Level Definitions**</u>

   Severity Level 0 (Service Unavailability): Customer experiences complete loss of Service, meeting the definition of "Unavailable" in <u>Section IV-B-1</u> below.

   Severity Level 1 (Severe Issues): Customer experiences a severe defect or configuration issue with the Service that materially impacts Customer's business in a negative way (excluding Service failures that qualify as Severity Level 0).

   Severity Level 2 (Delayed Performance): Customer experiences transactional and operational slowness in the Service (excluding Service issues that qualify as Severity Level 0 or 1).

   Severity Level 3 (Routine Requests): Routine Service support requests relating to issues that don't qualify as Severity Level 0, 1 or 2.

2. <u>**Assignment of Severity Levels**</u>: Zuora will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

3. <u>**Remedies for Breach of Response Time Commitments**</u>: If Zuora fails to meet the response time commitments in Table 1 above, Customer's exclusive remedy and Zuora's sole obligation will be: (a) for Zuora to make reasonable efforts to respond promptly after Customer notifies Zuora that it failed to meet the relevant response time commitment; and (b) if Zuora fails to meet the relevant response time commitments **three (3)** times during a calendar quarter, for Customer to terminate the applicable Order Form and receive a refund, on a pro rata basis, of any Fees paid for the Production Tenant(s) that are unused as of the termination effective date.

B.   SERVICE LEVELS & SERVICE CREDITS:

1. <u>**Uptime Commitment**</u>

   The Quarterly Uptime Percentage for the Service will be ninety-nine and nine-tenths percent (99.9%) (the "**Uptime Commitment**"). Subject to the exclusions described in <u>Subsection IV-B-2</u> below, "**Quarterly Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which Customer's Production Tenant(s) is(are) Unavailable out of the total number of minutes in that quarterly billing cycle. "**Unavailable**" and "**Unavailability**" mean that, in any 1-minute period, <u>all</u> connection requests received by Customer's Production Tenant(s) failed to process (each a "**Failed Connection**"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 <u>and</u> the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools Zuora uses.

2. <u>**Exclusions from Quarterly Uptime Percentage**</u>

   Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be <u>excluded</u> from calculation of Quarterly Uptime Percentage:

   2.1   Regularly scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Zuora at least twenty-four (24) hours in advance via Zuora's Normal Support Channels. (Zuora typically schedules such regularly scheduled maintenance once per month.);

   2.2   any failures of the Zuora Standard and Custom Reporting Services;

   2.3   any issues with a third party service to which Customer subscribes (e.g., salesforce.com, Avalara, or a payment gateway);

   2.4   any problems not caused by Zuora that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;

   2.5   Zuora's suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;

   2.6   exceeding Zuora's published Concurrent Request Limits described at:

   https://knowledgecenter.zuora.com/BB_Introducing_Z_Business/Policies/Concurrent_Request_Limits

   2.7   software that has been subject to unauthorized modification by Customer;

   2.8   negligent or intentional misuse of the Service by Customer; or

   2.9   "Beta" or "limited availability" products, features and functions identified as such by Zuora.

   Customer may elect to use certain billable Zuora Professional Services to resolve issues associated with the excluded areas listed in this <u>Subsection IV-B-2</u>. Such Professional Services may require Customer to complete a network assessment, and/or give Zuora access to Customer's network, in order to diagnose the issue.

3. <u>**Service Credits**</u>

   If Zuora does not meet the Uptime Commitment with respect to any particular calendar quarter (i.e., the Quarterly Uptime Percentage was below 99.9%), and Customer is negatively impacted thereby, then as Customer's sole and exclusive remedy, and only upon Customer's written request in accordance with <u>Section 4</u> below:

   Zuora will provide to Customer, for each calendar month in such quarter during which the <u>Monthly</u> Uptime Percentage was below 99.9% a service credit ("**Service Credit(s)**") equal to the annual fees paid by Customer for the Service during that month under all affected Order Forms then in effect (but excluding any Professional Services and/or RevPro fees).

   For purposes of the preceding sentence, "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any billing cycle for a calendar month during which Customer's Production Tenant(s) is(are) Unavailable out of the total number of minutes in that monthly billing cycle. The Monthly Uptime Percentage will be measured based on the industry standard monitoring tools Zuora uses.

4. <u>**Service Credit Process**</u>

To receive a Service Credit, Customer must submit a request by sending an email to support@zuora.com. To be eligible, the credit request must: (a) include the dates and times of each Unavailability incident that Customer claims to have experienced, along with sufficient details to enable Zuora to verify the information; and (b) be received by Zuora within thirty (30) Business Days after the last Failed Connection that is part of Customer's Service Credit claim. If Customer is past due with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Zuora, Customer is not eligible for any Service Credits. Service Credits will be issued to Customer within sixty (60) days after Zuora confirms that Customer qualifies for the Service Credit under this section.

V.   ADDITIONAL SUPPORT FOR <u>PRODUCTION</u> TENANTS – ZUORA <u>NINE</u> EDITION CUSTOMERS ONLY:

For "Nine Edition"-level support (or the equivalent, if renamed), Zuora will also provide the following additional technical support for all <u>Production</u> Tenants:

A.   <u>Advanced Salesforce Development Support</u>: If Zuora determines it is likely that an issue Customer reports to Zuora was caused by Salesforce's platform, Zuora's support team will make reasonable efforts to help Customer and Salesforce resolve the issue, free of additional charge;

B.   <u>Advanced Payment Gateway Support</u>: If Zuora determines it is likely that an issue Customer reports to Zuora was caused by Customer's chosen payment gateway(s), Zuora's support team will make reasonable efforts to help Customer and the payment gateway(s) resolve the issue, free of additional charge; and

C.   <u>Customization Support</u>: If Zuora determines it is likely that an issue Customer reports to Zuora was caused by a customization to the Zuora Service, Zuora's support team will make reasonable efforts to help Customer resolve the issue, free of additional charge.

VI.   SUPPORT FOR REVPRO (ANY REFERENCE TO SERVICE IN THIS SECTION VI MEANS REVPRO ONLY)

1.   Support. Customer may initiate Help Desk Tickets through a customer support online portal maintained by Zuora. Help Desk Tickets may cover Service errors, malfunctions or other issues. Zuora will respond to Help Desk Tickets and provide Customer with technical support services in accordance with this Section VI. Zuora will handle Priority 1 and 2 Level issues on a 24/7/365 basis. Customer may also make telephone support requests during business hours (i.e., 9:00 a.m. to 5:00 p.m. PST), and during non-business hours to an emergency telephone support service desk that will notify Zuora's on-call technical support engineer of the Help Desk Ticket.

2.   Priority Levels. Zuora will assign a "Priority Level" to each Help Desk Ticket, based on the following categories:

(a)   Priority Level 1 (Critical Problem) -- A failure that (a) causes the Service to fail completely, (b) requires Customer to constantly re-login to the Service, (c) results in irretrievable corruption or loss of data or the failure of a critical function of the Service, or (d) keeps Customer from performing its critical business functions in a timely manner (e.g., inability to close its books at Customer's normal scheduled time).

(b)   Priority Level 2 (Serious Problem) -- A problem prevents Customer from using a documented function of the Service that materially prevents or inhibits Customer from accomplishing the task(s) for which it was designed.

(c)   Priority Level 3 (non-critical loss of functionality) – The Service does not work explicitly as it is documented, but the problem does not cause a failure of critical functionality or a critical data error.

3.   Service Level Response Time Requirement. Zuora will respond to a Help Desk Ticket according to its Priority Level, as follows:

(a)   Priority Level 1 Issues. Zuora will respond as soon as possible but not longer than sixty (60) minutes from receipt of Customer's Help Desk Ticket and, within 8 hours of collecting the necessary information, provide a root cause analysis the reported error or malfunction. Based on the complexity of the problem, Zuora will provide a resolution or temporary work-around (hereafter "Resolution") as soon as possible. Until Zuora has provided a Resolution, Zuora will continue to assign a senior software engineer fully dedicated with highest priority to isolate, diagnose and identify a Resolution. If a Resolution is not provided within 2 business days, and until the Resolution is provided, Zuora will notify Customer's designated technical representative every 12 hours of its activities to find a Resolution.

(b)   Priority Level 2 Issues. Zuora will respond within four (4) hours from receipt of Customer's Helpdesk Ticket and, within forty-eight (48) hours of collecting necessary information, provide a root cause analysis of the reported error or malfunction. Customer and Zuora will agree to a timeframe to isolate and diagnose the issue and provide a Resolution based upon the circumstances of the issue and its effect on Customer's use of the Service. Zuora will use commercially best efforts to provide such Resolution within a period of time that meets Customer's business needs but in no event will such timeframe exceed seven (7) days.

(c)   Priority 3 Level Issues. Zuora will respond within one (1) working day of receipt of Customer's Help Desk Ticket. Zuora will collect the required information within ninety-six (96) hours. Customer and Zuora will agree to a timeframe to isolate and diagnose the issue and provide a Resolution based upon the circumstances of the issue relative to the effect on Customer's use of the Service. Zuora will provide a Resolution within a time frame that meets Customer's business needs. If the issue is documentation related, Zuora may choose to correct the documentation on its next documentation release.

4.   Service Updates, Major and Minor Releases. Zuora will periodically update the Service to correct errors or bugs ("Patches"), or to deliver Service enhancements, (Updates and Major and Minor Releases (Major and Minor Releases are each a "New Release"). Patches may be critical or non-critical. Updates and Minor Releases provide improved or enhanced functionality or performance and may also include certain Patches, while Major Releases provide new features and/or functionality and may contain new products, technology or modules; however, Major Releases do not include new products, technology, modules or functionality which Zuora licenses separately from the Service licensed by Customer or for which Zuora charges a separate fee. Zuora will use reasonable efforts to provide Customer with at least a one (1) month written notice prior to the commercial release of a Patch, Update, Minor or Major Release. Patches, Updates, Minor and Major Releases are part of Support and are provided at no additional charge to Customer. If Customer requests Zuora to develop custom software under an SOW, and later a Patch, Update or New Release will not work with such custom software without further services by Zuora, then Zuora may charge a fee for those services. Any Patches, Updates, New Releases or modifications to the Service provided to Customer under Support will be considered the "Service."

5.   Timing for the Installation of Patches, Updates and New Releases. Zuora will use reasonable efforts to accommodate Customer's request on the timing of the installation of any Patch, Update or New Release, subject to the following: (i) critical Patches will be installed no later than thirty (30) days from commercial release; (ii) non-critical Patches will be installed per Customer's request, but no later than as part of Zuora's routine installation cycle for such Patches (generally, monthly); (iii) Minor Releases will be installed no later than the end of the calendar quarter immediately following the quarter in which it was made commercially available; and (iv) Major Releases will be installed no later than the end of the second calendar quarter immediately following the quarter in which it was made commercially available.

6.   Availability. The Service will be operational and available for use on a 24x7 basis with an average uptime commitment of 99.9% for each calendar month (Uptime Commitment).

6.1   Scheduled Maintenance. The calculation of uptime does not include Scheduled Maintenance. "Scheduled Maintenance" means Zuora's scheduled routine maintenance for which Zuora notifies Customer at least 7 calendar days in advance. Zuora will use commercially reasonable efforts not to schedule such maintenance at the end of a calendar quarter.

6.2   Exclusions**.** In addition to Scheduled Maintenance, the calculation of uptime will not include downtime due to: (a) use of the Service by Customer in a manner not authorized in this Agreement or (b) general Internet problems, force majeure events or other factors outside Zuora's reasonable control.

6.3   Service Credits**.** Zuora will provide to Customer, for each calendar month in such quarter during which the <u>Monthly</u> Uptime Percentage was below 99.9% a service credit ("**Service Credit(s)**") equal to the annual fees paid by Customer for RevPro during that month under all affected Order Forms then in effect (but excluding any Professional Services fees and/or non-RevPro fees).