

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services, as well as a parking guidance system (“**PGS**”), as defined in the Scope of Work attached hereto as Exhibit A for DEN; and

WHEREAS, this agreement has been awarded as a result of a non-competitive cooperative procurement authorized by the Department of General Services pursuant to Cooperative Purchasing Ordinance Denver Revised Municipal Code (“**DRMC**”) §20-64.5; and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner as well as provide its proprietary PGS; and

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

B. Standard of Performance. Contractor shall perform the services required under this Agreement in a professional and workmanlike manner. With respect to the PGS and related technology services, service levels, and warranties applicable thereto are set forth in the Scope of Work and the eXactpark Terms and Conditions attached hereto as Exhibit E (the “**eXactpark Terms and Conditions**”), which shall constitute the sole and exclusive warranties for the PGS. With respect to any professional services not related to the PGS, Contractor shall perform such services in accordance with the standard of care, skill, and judgment provided by highly competent professionals who perform work of a similar nature.

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

D. Subcontractors.

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

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

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

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

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign the key personnel identified in Exhibit A (Scope of Work) Agreement to perform work under this Agreement (“**Key Personnel**”). The Key Personnel provisions of this Section 2.E apply only to personnel performing discrete professional services under this Agreement and identified in the Scope of Work. The provisions of this Section 2.E do not apply to Contractor’s SaaS operations team, managed network services personnel, software development and engineering staff, network operations centre staff, or any other personnel involved in the ongoing delivery, hosting, operation, monitoring, and support of the PGS. The City’s approval rights over Key Personnel, and the City’s right to require removal or replacement of personnel under this Section 2.E, do not extend to Contractor’s internal operations, technology, or support personnel. Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

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

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all custom deliverables specifically identified in Exhibit A as “City Deliverables” and prepared by Contractor solely for the City under this Agreement and for which the City pays Contractor a development fee shall become the sole property of the City. Notwithstanding the foregoing, and with respect to any other professional services provided by Contractor hereunder, Contractor shall retain all right, title, and interest in and to: (a) Contractor’s pre-existing intellectual property, including without limitation the PGS and all related software, firmware, hardware designs, network technology, algorithms, and documentation; (b) any

improvements, modifications, derivative works, or enhancements to such pre-existing intellectual property, regardless of whether developed during the performance of this Agreement; (c) Contractor's proprietary methodologies, tools, know-how, and general knowledge; and (d) any aggregated, anonymized, or de-identified data derived from City Data (as defined below) or the services provided hereunder (collectively, "**Contractor IP**"). To the extent any Contractor IP is incorporated into or necessary for the use of any City Deliverables, Contractor hereby grants the City a non-exclusive, perpetual, royalty-free license to use such Contractor IP solely in connection with the City's use of the City Deliverables for the City's internal purposes. All data provided by or on behalf of the City, or collected from City assets or operations in connection with this Agreement ("**City Data**"), shall remain the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the City Data that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such City Data shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review City Deliverables and to make available for inspection any City Deliverables used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement; provided, however, that such inspection rights shall not extend to Contractor IP or Contractor's confidential or proprietary information. Upon written request from the City, Contractor shall deliver any City Data or City Deliverables requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire ten (10) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

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

C. Suspension and Termination.

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

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

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

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have thirty (30) days to commence remedying its defective performance. Where a breach is not reasonably capable of cure within thirty (30) days, the cure period shall be extended for so long as Contractor is diligently and continuously working to cure the breach, and no termination for cause shall be effective during such extended cure period. Notwithstanding the foregoing, for breaches related to the PGS, the cure provisions and timelines set forth in the eXactpark Terms and Conditions (Exhibit E) shall govern and shall take precedence over this Section. If Contractor diligently cures its defective performance within the applicable cure period, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach within the applicable cure period, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

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

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

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

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

remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Forty Million Eight Hundred Sixty Thousand Nine Hundred Eight Dollars and Sixty Cents (\$40,860,908.60)** (“**Maximum Contract Amount**”). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

D. Basis for Contractor’s Fee. Contractor’s fees for the PGS and related services shall be as set forth in **Exhibit B** (“**Rates**”) and eXactpark Quote, which may include subscription fees, device fees, support and maintenance fees, and professional services fees. Fees are payable in accordance with the payment terms set forth in **Exhibit B** and the eXactpark Terms and Conditions. To the extent Contractor provides professional services on a time and materials basis, individual hourly rates shall be as set forth in **Exhibit B**.

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

F. Invoices. Contractor shall submit to the City invoices for professional services rendered under this Agreement in accordance with the terms of the applicable SOW or as otherwise mutually agreed upon by the parties from time to time, setting out reimbursable costs and receipts to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“PO”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer’s certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

G. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

H. Timesheets. Contractor shall maintain timesheets in connection with professional services performed by Contractor on a time-and-materials basis under this Agreement. The City may examine such timesheets and related documents upon the City’s request; provided, however, that this obligation does not extend to, and Contractor shall have no obligation to maintain timesheets in connection with, the delivery and operation of the PGS, SaaS Services, managed Network Services, software subscription services, Hardware supply, or any other services and products delivered through or as part of the PGS, for which timesheets are not maintained in the ordinary course of Contractor’s business. The City’s right to examine timesheets under this Section is limited to time-and-materials professional services records only.

I. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 10.

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

6. WAGES AND PROMPT PAYMENT:

A. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered. (See *Exhibit F*)

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

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

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

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

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

B. Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement,

to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

C. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and

protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time; provided, however, that Contractor’s obligations under this Section 8.C shall apply only to Claims that constitute indemnifiable Claims within the scope of Section 8.A. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of 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.

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

9. LIMITATION OF THE CONTRACTOR’S LIABILITY:

To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City, for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not

to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement.

No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

10. DISPUTES:

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

11. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO (which will not be unreasonably withheld); provided, however, that Contractor may, without the CEO's consent, assign this Agreement in its entirety to: (a) an affiliate of Contractor, upon written notice to the City; or (b) when there is a change in the ownership of Contractor as a result of a stock purchase, with no legal change in the contracting party, and when Contractor remains in control of the assets and is the party performing the contract; or (c) a purchaser of all or substantially all of Contractor's assets related to the PGS or Contractor's parking guidance business, provided that such purchaser assumes in writing all of Contractor's obligations under this Agreement. Contractor shall provide written notice to the City of any assignment under clause (b) or (c) within fifteen (15) days following the closing of such transaction. Upon the completion of a permitted assignment of rights and/or delegation of duties, obligations or liabilities under this Agreement by Contractor pursuant to (a) or (c) above, the assignee is deemed to be substituted for Eleven-X as a party to this Agreement and Eleven-X is released by City from all of its obligations and duties to perform under this Agreement. Any attempt by Contractor to assign or transfer its rights hereunder in violation of this Section shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act ("ADA"). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, *et. seq*) and other federal, state, and local accessibility requirements. Contractor shall not discriminate

against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this provision on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement.

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

E. Compliance with Patent, Trademark and Copyright Laws.

Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

F. Notices.

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

by Contractor to:

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

And by the City to:

Dan Mathers
Chief Executive Officer
Eleven-X
311-375 Hagey Blvd.
Waterloo, ON
N2L 6R5
dan.mathers@eleven-x.com

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic

delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

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

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

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

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

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

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

L. Cooperation with Other Contractors.

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

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

M. 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.

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the

goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

D. Colorado Open Records Act.

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

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City or Contractor may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be

ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

15. FEDERAL RIGHTS:

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: EDI Plan
- Exhibit E: eXactpark Terms and Conditions
- Exhibit F: Prevailing Wages

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order: (1) Appendix (2) Exhibit A (Scope of Work); (3) Exhibit E (eXactpark Terms and Conditions); (4) Exhibit B (Rates/eXactpark Quote); (5) Section 1 through Section 17 hereof; (6) Exhibit C; (7) Exhibit D; and (8) Exhibit F (Prevailing Wages).

17. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202684064-00
Contractor Name: ELEVEN-X US INCORPORATED

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

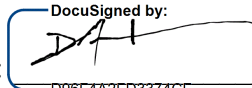
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202684064-00
ELEVEN-X US INCORPORATED

By:  _____
DocuSigned by:
D96F4A2FD3374CF...

Name: Dan Mathers _____
(please print)
CEO
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Denver International Airport Parking Guidance System Agreement

Exhibit A – Scope of Work

Section 1 – Definitions

- 1.1. **“Agreement”** means the Agreement for Professional Services between the City and County of Denver and eleven-x.
- 1.2. **“CEO”** means the Chief Executive Officer of the City and County of Denver Department of Aviation.
- 1.3. **“Change Order”** means a written document executed by both DEN and eleven-x that modifies, adds to, or deletes from the Services described in this SOW, including but not limited to changes in equipment specifications, installation requirements, maintenance schedules, or performance standards that materially affect the scope, cost, or timeline of eleven-x’s obligations under the Agreement.
- 1.4. **“DEN”** or **“City”** means Denver International Airport.
- 1.5. **“Disaster Recovery Plan”** or **“DRP”** means the plan outlining processes & procedures developed by eleven-x, submitted to, and approved by DEN for the recovery from a declared disaster affecting mission critical components of DEN’s PGS.
- 1.6. **“eleven-x”** or **“Vendor”** means eleven-x, Incorporated.
- 1.7. **“End User”** means person parking vehicle utilizing PGS at DEN.
- 1.8. **“PGS”** means the eleven-x parking guidance system known as eXactpark™, to be installed and operated at DEN, consisting of all equipment, hardware and software which make up the system.
- 1.9. **“Response”** means response or acknowledgement (whether via phone, e-mail or in person) from eleven-x’s support team when DEN contacts eleven-x

1.10. **“Severity Levels”:**

Severity Level 1 – Critical	An occurrence in which the PGS software is down, a major function is unavailable, a critical interface has failed, or DEN's ability to access the system is impacted.
Severity Level 2 – Major	Any problem that seriously affects PGS software operation, maintenance and administration, impacts sensor data processing, storage or delivery, or is important to DEN's success such that a timely resolution is needed; however, such problems do not have an impending effect on availability of the PGS software. Severity Level 2 cases include data corruption, connectivity problems, error messages or unacceptable performance (issue that causes a metric to not be met or issue that creates usability issue).

Denver International Airport Parking Guidance System Agreement

Severity Level 3 – Minor	Issues that do not significantly impair the functioning of a Network or the PGS and do not significantly affect services to DENs operations. Functions and features that do not impact day to day usability of the system.
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- 1.11. **“Senior Airport Commercial Administrator”** means the person designated by the CEO to perform day-to day administration of the Agreement, including this SOW, for the City and County of Denver.
- 1.12. **“SOW”** or **“Scope”** means this Scope of Work which defines duties and responsibilities of eleven-x and DEN, as well as DEN’s performance expectations under this Agreement.
- 1.13. All references to a “quarter” mean a calendar quarter.

Section 2 – Terms

- 2.1. Scope of Services: eleven-x to provide material and service support (as defined in Section 2.2 below) for the PGS across the DEN Parking facilities in the Scope of Work.
- 2.2. Material and Service Support: eleven-x to provide all the necessary parts, administration, labor, preventive and remedial maintenance, required to operate the PGS, repair, replacement, installation, updates, and improvements to maintain efficient and accurate operations of the PGS.
- 2.3. Schedule of Preventive Maintenance: eleven-x to provide a schedule of preventive maintenance for the PGS hardware specified below:
 - i. SPS-X Parking Sensor Device
 - ii. Digital Sign Display with & w/o solar power
 - iii. Network Gateways
- 2.4. Support Services: Support will be provided in accordance with the response times outlined in section 3.1. Support will be billed at the service rates outlined in section 3.2.
- 2.5. Invoicing:
 - i. Capital Expenditures: eleven-x shall invoice DEN 50% of the overall One-Time (CAPEX) for the project upon execution of the Agreement. The remaining 50% of the overall capital cost for the project will be invoiced monthly, in arrears, as the work is performed.
 - ii. Operational Expenditures: eleven-x shall invoice DEN the Annual Recurring (OPEX) costs quarterly, in advance, by the 15th day of the 1st month of the quarter.
 - iii. All invoicing will be a net 30 from invoice date with no penalty for no payment overdue by 30 days.
- 2.6. Hardware Delivery Terms.

Denver International Airport Parking Guidance System Agreement

- i. Delivery. eleven-x shall deliver Hardware using eleven-x’s standard methods for packaging and shipping Devices, EXW (Incoterms® 2020), eleven-x’s (or its designated agent’s) warehouse or distribution facility (the “**Shipping Point**”). Unless otherwise agreed by the parties, eleven-x shall determine the carrier and all matters related to shipping and delivery.
- ii. Tariffs. The hardware prices set forth in this SOW are based on current costs and conditions, including the absence of tariffs or similar duties on the importation of hardware provided by eleven-x. In the event that any tariffs, duties, or similar charges are imposed or materially increased by any governmental authority after the date of the Agreement, eleven-x shall communicate these charges to DEN in writing with supporting documentation, and these additional charges shall be paid for by DEN.

Section 3 – Service, Support & Security

3.1 Software Service Level Objectives by Service Class Tier

Service Class Tier		Business Necessary	
eleven-x Helpdesk		9am to 5pm EST Monday – Friday, holidays excluded	
Case Priority Response, Restore, and Resolve Performance Objectives			
Severity Level	Remedy Type	Compliance Target	Time to Completion
Severity Level 1 (Critical)	Response	100%	30 min
	Restoration	100%	2 hrs
	Resolution	100%	30 days
Severity Level 2 (Major)	Response	95%	30 min
	Restoration	95%	4 hrs
	Resolution	95%	30 days
Severity Level 3 (Minor)	Response	95%	60 min
	Restoration	95%	N/A
	Resolution	95%	180 days
Availability Performance Objective			
exact Park Uptime		99.9%	
Network Availability*		99.9%	
API Availability		99.9%	

*Exclusive of gateway issues

- 3.2 Equipment service will be assessed on a weekly basis to evaluate initiating onsite support at \$3,000/day. A single day of support will generally cover labor and materials for (30-50) sensors within warranty, (2) gateways, (2) signs. The number of days will be determined by the type and amount of work required. Service must be authorized by DEN Parking Administration before commencement of such services. DEN may replace sensors without onsite report and return sensors within warranty to eleven-x for replacement.

Denver International Airport Parking Guidance System Agreement

- 3.3 Failure to respond to service requests within the specified time frames will be documented by the Senior Airport Commercial Administrator, Parking Fiscal/Audit team or their designee.

Section 4 – DEN Technology & Security

4.1. Architecture and Design

eleven-x will provide at DEN's request:

- i. System Architecture
 - a. A diagram and description of all system components, including hardware, software, and any operational technology (OT) systems.
- ii. Network Architecture
 - a. A diagram showing network connectivity between all components, including ports, protocols, segmentation, external system connections, and remote access pathways.
- iii. Security Architecture
 - a. An overview of the layered security controls implemented within the solution, including technologies, techniques, and procedures used to mitigate risks from compromised components.
- iv. Data Architecture
 - a. A description of the types of data collected, processed, stored, or transmitted by the solution, including data flows between internal and external systems.

4.2. Identity Management

- i. Authorization capabilities for solutions must support the principles of least privilege and segregation of duties, to include role-based access capabilities. This includes the ability to support separate accounts for solution administration and end-user daily use.

4.3. Data Security

eleven-x shall:

- i. Provide security of DEN confidential information and safeguard protected and sensitive information.
- ii. Protect data against deterioration or degradation of quality and authenticity
- iii. Have procedures for data disclosure and breaches to include informing DEN immediately upon knowledge of disclosure or breach
- iv. Comply with data protection laws and policies
- v. Implement and maintain appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to protect data
- vi. Provide DEN with data generated as appropriate with services provided.

4.4. Solution Configuration

The following guidelines are issued for solution configuration at DEN:

- i. The solution is prohibited from using embedded passwords.

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- ii. The solution is prohibited from using default passwords (all passwords must be capable of being changed in alignment with industry standard password complexity and rotation guidelines).
- iii. eleven-x is prohibited from utilizing insecure protocols that have corresponding industry accepted secure alternatives (e.g., ldap, http, telnet, SNMPv1, SNMPv2) for technology or support services provided to DEN.
- iv. Eleven-x will log all security-related events and changes that occur.

4.5. Patching and Vulnerability Management

eleven-x will maintain a Vulnerability Management plan which will define severity levels and response times. DEN may request a copy any time.

4.6. Cyber-Incident Response

eleven-x shall keep and maintain an Incident Response Plan. Copies should be provided to DEN upon request.

4.7. Risk Assessments

eleven-x must comply with requests from the DEN ISC while they conduct risk assessments of the solution. Risk assessments typically occur before the solution is moved into production, and then annually. Risk assessments may require in-person interviews, penetration testing, and / or the completion of automated surveys.

4.8. Business Continuity, Disaster Recovery - Data Backup, Retention, Storage, and Transfer

eleven-x shall maintain a Business Continuity plan. Data must be backed up and where possible backed up in a different region. eleven-x will back up all customer and system data to protect against catastrophic loss due to unforeseen events that impact the entire system. The default will be daily backups.

4.9. eleven-x Requirements

DEN seeks to understand the cybersecurity maturity of our partners that provide, implement, or support technology at DEN. These requirements seek to understand the cybersecurity maturity of the company itself, not the solution being proposed. eleven-x shall provide insight into its security posture when requested by DEN. This includes providing the following documents

- Incident response Plan
- Backup Policy
- Data Protection Policy
- Data Retention Policy
- Vulnerability Management Policy

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Section 5 – Data Access and Ownership

DEN owns all parking data from DEN premises. DEN shall have access to all sensor data and any metrics derived from that data by the eleven-x system.

5.1 Data Scope

The eleven-x system will store and retain all decoded sensor events as well as all derived metrics.

5.2 Access and Integration

eleven-x shall provide API access to all sensor events and metrics. eleven-x will provide documentation for the API and support for any DEN integration efforts.

5.3 Data Scope

Sensor events will be available in near real-time. Metrics are available within 24 hours. API availability will be 99.9%.

5.4 Change Control & Notifications

eleven-x will have a change management process for updates impacting data or reporting. eleven-x will and will provide advance notice of any changes impacting use of the API. Updated API documentation delivered with any changes affecting integration

5.5 Audit, Security, & Compliance

eleven-x will have the ability to audit data completeness and integrity. The API access will be secured. Both eleven-x and DEN will maintain the security of API access.

5.6 Retention & Continuity

The eleven-x system will retain all historical data and be accessible throughout term of the agreement and DEN will be given the opportunity to export all data (through the API) upon termination or expiration of the Agreement.

Section 6 – Deliverables

Item	Facility Name	Facility Location	# of Sensors	# of Signs
1	West Garage	8148 Peña Blvd, Denver, CO 80249	7378	95
2	West Garage Premium Reserved	Level 4, Mod 1 in West Garage	307	1
3	West Garage Short Term	Level 4, Mod 2 in West Garage	100	1

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4	West Economy	8148 Peña Blvd, Denver, CO 80249	4770	91
5	East Garage	8511 Peña Blvd, Denver, CO 80249	8330	98
6	East Garage Premium Reserved	Level 4, Mod 1 in East Garage	306	1
7	East Garage Short Term	Level 4, Mod 2 in East Garage	99	1
8	East Economy	8511 Peña Blvd, Denver, CO 80249	4479	82
9	Pike's Peak	24300 E 75th Ave, Denver, CO 80249	9150	184
10	New Shuttle Lot (Longs Peak)	74 th Ave & Jackson Gap Rd.	5313	82
11	61 st & Pena	6144 N Panasonic Way. Denver, CO 80249	800	1

The above parking space counts are an estimate by DEN as of January 2026. No significant changes to the parking space counts are anticipated in 2026.

Initial network plan estimates 90 gateways and assumes access to existing infrastructure for securely mounting the gateways. eleven-x will be responsible for coordinating power for gateways and signage, installed by a DEN approved contractor.

Equipment Supply

Quantities are recorded in the quote section.

Item	Notes	Responsible
Supply SPS-X Sensors	Surface Mount	eleven-x
Supply Gateways	Outdoor	eleven-x
Supply Digital Signage	Various types	eleven-x
Supply PoE Injectors		eleven-x
Supply Epoxy/Adhesive		eleven-x

Installation Services

Item	Notes	Responsible
SPS-X Sensor Installation	Assumes stalls are clear of vehicles and cleaned ahead of time	eleven-x
Digital Display Installation	Assumes access to existing infrastructure for mounting and power is provided by others	eleven-x

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Gateway Installation	Assumes access to existing infrastructure for mounting and power is provided by others	eleven-x
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Software Subscriptions

Item	Notes	Included
eleven-x API		Yes
Application Dashboard		Yes
Public Facing Website		No
Mobile Navigation App		No
Intelligent Enforcement		Yes

Maintenance and Warranty

Item	Notes	Included
10-year Extended Warranty	The SPS-X sensor hardware warranty covers all manufacturing defects including the battery, electronics, and enclosure. Exceptions include failed sensors caused by vandalism, theft, snowplows, severe weather conditions, force majeure events, improper installation or maintenance by DEN staff, use not in accordance with the documentation, or modifications, removal or repair by DEN without Contractor's prior approval in writing. See Exhibit E (eleven-x eXactpark Terms and Conditions) for more information.	Yes
Standard Manufacturer's Warranty	3 rd party hardware including the Gateways (as defined in the eXactpark Terms and Conditions) and signs have a 1-year warranty passed through from the original manufacturer that includes hardware defects. Exclusions include damage from severe weather, vandalism, theft, and issues with the power supply. See Exhibit E (eXactpark Terms and Conditions) for more information.	Yes
Maintenance Contract	See Section 3	Yes

DEN Responsibilities

- DEN is responsible for providing timely closure of parking areas ahead of installation including notifying parkers of impending closures, signage, gating and towing.
- Accurate stall locations and names are required to populate the software maps and identify stalls. The locations and names are used in the installation application and throughout the application software.

Denver International Airport Parking Guidance System Agreement

- Timely access to gateway deployment locations helps the project move forward quickly and provides a solid network for the sensors. Assistance in providing prompt access to infrastructure for gateway deployment will help maintain the project timelines.

Section 7 – Reports, Service, Support and Maintenance Reports

Maintenance Reports for all the work completed shall be submitted with each associated invoice as needed for any reimbursement. All reports, receipts, packing lists, and invoices shall be kept and upon request, furnished to the City.

- 7.1 eleven-x will provide all hardware maintenance and service call reports within 20 calendar days following the end of each quarter.
- 7.2 All records and documentation required under this Agreement shall be maintained digitally and updated electronically by eleven-x. These documents shall reside in DEN's secure SharePoint library accessible by authorized personnel to be designated by DEN. The following shall be provided and maintained by eleven-x:

Document	Update Method & Frequency
Installed Equipment by Location & Serial Number	Initially & as changes occur
Operator & User Manuals	Initially & as updates are issued
Maintenance Report	Quarterly

Section 8 – Company Performance Bonus and Non-performance Liquidated Damages

- 8.1 Company Performance Bonus and Liquidated Damages.

The specific criteria in which eleven-x's performance and any associated deductions for non-performance or substandard performance under the Agreement are listed in Table 1 - Non-performance or Substandard Performance. In the event eleven-x fails to achieve the level of performance stated in Table 1 – Non-performance or Substandard Performance, unless waived by the Sr Airport Commercial Administrator, DEN will notify eleven-x of the deficient performance and relevant deduction in writing by the 10th day of first month of the following quarter and eleven-x will deduct from the following quarterly invoice to DEN. Notwithstanding the foregoing, eleven-x shall not owe any deductions for non-performance or substandard performance to the extent caused by (1) DEN's failure to perform any of its obligations listed in Section 6 or (ii) factors beyond eleven-x's reasonable control, including but not limited to acts of God, war, terrorism, riots, embargos, fires, floods, snowstorms, accidents, strikes or shortages of transportations facilities, fuel, labor, energy or materials.

- i. In the event eleven-x disputes the deduction amount in an applicable quarter, it shall notify DEN within ten (10) business days of the notification of the event that giving rise to the dispute and the parties agree to meet promptly and in good faith to resolve such dispute.

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- ii. eleven-x may request, in writing, that the Non-performance or Substandard Performance amounts be waived. The request must include an explanation of the penalty and offer a business plan to remedy the penalty. After a review of the request, the Sr Airport Commercial Manager, in their sole discretion, may decide to enforce or waive the penalty.

8.2 Company Performance Bonus for Exceptional Performance. All assessed bonuses shall be added to the quarterly invoice following the quarter in which the bonus is applicable i.e. Bonus for Q1 will be paid in April of Q2.

- i. eleven-x acknowledges that its services under this Agreement directly impact parking customers at the Airport, and therefore the highest standards and reliability are required in the performance of the Contractor for delivery of quality service to the public at Denver International Airport. Therefore, it is agreed that exceptional demonstration of the standards of performance under this Agreement/SOW shall result in bonuses to the compensation payable for such services, as described below.
- ii. DEN has the final authority on the award of any performance enhancements should there be any question as to the level of the award. The provisions of this paragraph shall not constitute an increase in the management fee for any reason but instead provide additional avenues for eleven-x to increase its compensation.

8.3 All performance deductions and bonuses shall not take effect until execution of the Agreement. The work for the NEW Longs Peak shuttle lot will not count towards the installation measures in Table 1 or Table 2.

Table 1 – Non-Performance or Substandard Performance		
Service Level Agreement Criteria	Measurement	Deductions
Installation Complete Within 310 Calendar Days from Issuance of Notice to Proceed from City	Installation of initial equipment order in applicable spaces and lots made available to Contractor by DEN	\$100 per day starting on day 311
Failure to provide quarterly maintenance report	Eleven-x shall send maintenance report	\$100 per day the report is late
Gateway downtime	Gateway is out of service due to causes within eleven-X's scope of responsibility and causes sensors to go offline	\$1,000 per occurrence

Table 2 – Performance Bonuses		
Service Level Agreement Criteria	Measurement	Bonus

Denver International Airport Parking Guidance System Agreement

Installation Completed in 310 Calendar Days from Issuance of Notice to Proceed from City	100% Complete Installation	\$10,000
Signs, Sensors, and Dashboard In Service	>99% measured per quarter	\$1,000 per quarter

Section 9 - Subcontractors

- 9.1. Subcontractors may be used for any civil work during installation, preventive maintenance or for the day-to-day operations for service in accordance with the subcontracting terms and conditions found in the Professional Services Agreement.

Section 10 - Licenses

- 10.1. eleven-x and subcontractors shall be properly licensed through the State of Colorado. License shall be in contractors' possession and shall remain in good standing throughout the duration of the contract.

Section 11 – Vehicle Parking

- 11.1. No dedicated parking spaces will be provided as there is no expectation for dedicated onsite technicians. For any work that is needed to be completed, eleven-x will be assigned the appropriate amount of "All Access" proximity cards for access into the needed area.

Section 12 – Workplace Safety

- 12.1. eleven-x shall be responsible for providing and placing any related safety equipment to protect its employees, public, surrounding areas, and equipment while work is being performed. All work shall be performed according to all city, county, federal, state rules and regulations including but not limited to any and all federal/state OSHA regulations.

Section 13 – Special Projects/Items Not Identified

- 13.1. Should the need arise for any special projects or items that were not identified in this scope of work, the following procedures shall be followed. When an item is identified, written estimates for the work shall be submitted to the DEN Parking Administration for approval. If circumstances arise where the approved cost exceeds the estimate, further approval from the DEN Parking Administration is required.

Section 14 – Amendments

- 14.1. Whenever an addition, deletion or alteration to the Services described in Exhibit A substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the

Denver International Airport Parking Guidance System Agreement

City and eleven-x before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to eleven-x may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done, or materials furnished by eleven-x will be allowed except as provided herein, nor will eleven-x do any work or furnish any materials not covered by the Agreement or this SOW unless first authorized in writing. Any work or materials furnished by eleven-x without prior written authorization will be at eleven-x's risk, cost and expense, and eleven-x agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

Section 15 – Price Breakdown/Tiered Subscription

15.1 Price Breakdown

Any annual adjustment to the prices shall not exceed the percentage increase in the Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Aurora-Lakewood, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982- 1984 = 100), based upon calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Aurora-Lakewood Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of living index then issued and available which is published by the United States Government. In no event shall the annual adjustment exceed 5%.

15.2 Tiered Subscription

The Parties agree to a tiered subscription model to minimize administrative overhead. The annual Dashboard Software subscription shall include a minimum quantity of (41,032) sensors. Upon exceeding the 41,032 minimum quantity threshold, additional subscription fees shall apply in increments of one thousand (1,000) sensors. Such incremental fees shall be based on the OPEX pricing in Exhibit B, prorated from the date the applicable threshold is exceeded through the next annual renewal date. Additional tiers may be added in successive 1,000-sensor increments under the same proration methodology.

The following table illustrates this progression.

Tier	Minimum Threshold	Maximum Threshold	Unit Price	Total Annual Fee
Tier 1	0	41,032	\$32.04	\$1,314,665.28
Tier 2	41,033	42,032	\$32.04	\$1,346,705.28
Tier 3	42,033	43,032	\$32.04	\$1,378,745.28
Tier 4	43,033	44,032	\$32.04	\$1,410,785.28
Tier 5	44,033	45,032	\$32.04	\$1,442,825.28

EXHIBIT B



BUDGETARY QUOTE FOR PARKING GUIDANCE SYSTEM AT DEN

For consideration by:



Submitted To: Selina Burrige, Sr. Commercial Administrator, Parking Operations
Ph: (303) 342-4081
Email: Selina.Burrige@flydenver.com

Quote Number: EX-20260304
Issued On: March 4, 2026

Sourcwell Contract Number: 120423-ELVNX





1 Overview

Denver International Airport (DEN) is the third-busiest airport in the world and the second largest by land area, spanning 53 square miles. It serves as a major hub for United, Southwest, and Frontier Airlines and is a critical economic engine for Colorado, generating over \$47 billion annually. DEN's strategic vision, **Vision 100 and Operation 2045**, focuses on accommodating record passenger growth (projected to reach 85 million by 2025), implementing a \$12 billion capital improvement plan, and leading in sustainability and innovation. Their goals include enhancing customer experience, improving operational efficiency, and achieving carbon neutrality through cutting-edge technology and infrastructure upgrades.

Founded in 2014, **eleven-x** is a leader in smart parking innovation. Our award-winning solution, **eXactpark™**, helps cities and organizations better understand parking assets and usage through accurate, 24/7/365 monitoring and data aggregation.

eXactpark delivers the accurate, consistent data organizations need to make informed decisions about parking policies, operations, and planning. The platform also enables real-time insights for drivers, supporting smoother travel and smarter choices on the road.

We are committed to helping communities improve mobility, safety, and sustainability by delivering reliable technology and practical insights that enhance the parking experience; one stall at a time.

DEN's priorities of customer experience, sustainability, and operational efficiency align perfectly with eXactpark's capabilities:

- **Real-Time Occupancy Data:** Improves traveler experience by reducing search time and congestion.
- **Data-Driven Planning:** Enables demand-based pricing and optimized asset utilization.
- **Enhanced Security & Enforcement:** Supports monitoring and alerts for overstays.
- **Sustainability Goals:** Reduces emissions from circling vehicles and supports **Vision 100** objectives.

1.1 eleven-x Delivers Superior Products

- ❖ A key component of the award-winning solution is eXactpark's highly intuitive cloud-hosted Dashboard that delivers robust data and analytics on parking usage. Real-time and historical parking data can be accessed anywhere and anytime.
- ❖ eXactpark uses long-range wireless communications technology (LoRaWAN) as opposed to others' short-range Bluetooth or RFID. This translates to deploying less infrastructure, less maintenance, and lower initial and ongoing costs. Local network infrastructure is not required.
- ❖ The eleven-x designed and manufactured SPS-X vehicle detection sensor is the most accurate, reliable, and longest lasting on the market backed with our 10-



year extended warranty to match life expectancy.

- ❖ eXactpark is a turnkey managed system, leaving the operational requirements for eleven-x to manage.
- ❖ The overall solution can easily be scaled to other project areas, and expand the value by adding digital signage, navigation apps, public facing availability on a website, and integration with payment, enforcement, and other parking systems using standard APIs. eleven-x can provide turnkey expansion and custom integrations when needed.

1.2 Delivered by a World Class Project Team

eleven-x will act as the prime contractor for delivering our full turnkey solution. Minimal support is required by the project team and other staff.

- ❖ North American market leader in delivering full turn-key real-time parking monitoring solution.
- ❖ eleven-x has full ownership of the technology stack and the project delivery success. We design and manufacture our own sensor, operate the wireless network, and have developed intuitive and robust application software.
- ❖ Consistent on-time and on-budget project implementation methodology.
- ❖ Trusted: In November 2022 eleven-x was awarded the 4,500-stall [Performance Parking Solution for Arlington County, VA](#) an innovative industry leading project. The largest of its kind in North America.

1.3 Customers:



1.4 Awards:



Winner of the 2023 IoT Evolution LPWAN Excellence Award, presented by TMC and Crossfire Media (2023)



Winner of Overall Smart City Solution of the Year from IoT Breakthrough Awards Program for eXactpark (2023)



Winner of IoT Sensor Product of the Year from IoT Breakthrough Awards Program for SPS-X Sensor (2022)



Part of The Globe and Mail's Ranking of Canada's Top Growing Companies (2020)



Selected by CIX as One of Canada's Top 20 Innovative Technology Companies (2019)



Best Innovation for Smart Cities Award from BeSpatial (2019)



Our project with Arlington County won the 2024 Smart Cities Connect Smart 20 Award.

Learn more about their project here:

<https://www.arlingtonva.us/Government/Programs/Transportation/Parking/Performance-Parking-Pilot>

1.5 Memberships:



2 Product and Service Description

2.1 System Architecture

Figure 1 illustrates how the various components of the system connect. The occupancy state of the parking space is accurately detected by the sensors and reliably communicated through a secure wireless LoRaWAN Network to the eleven-x cloud-hosted platform. The data is connected to the application dashboard, mobile apps, public website, digital signs, and 3rd party applications through our fully documented API.

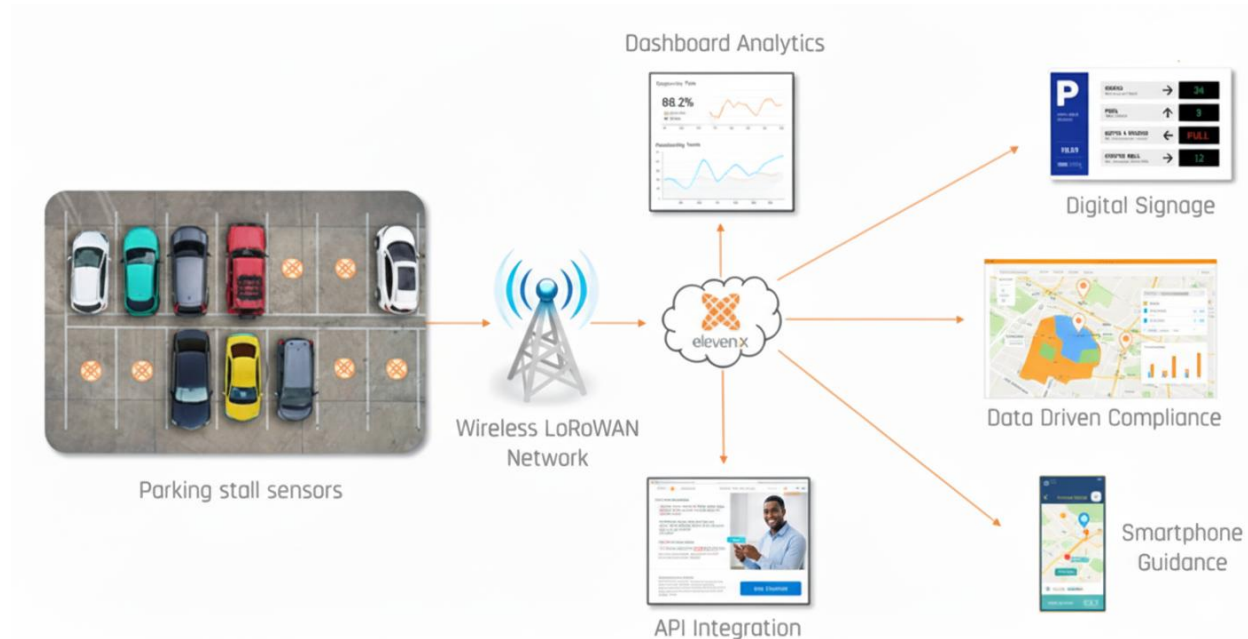


Figure 1: High-level System Diagram

eleven-x provides a fully hosted and managed service. Our operations team monitors the sensors, gateways, and services on behalf of our customers and will provide a minimum of 48 hours' notice of any planned downtime due to system maintenance.

2.2 Dashboard Application

Data visualization including real-time stall availability and detailed historical usage is made available through the eXactpark web application dashboard. Users have unprecedented visibility into real-time and historical stall occupancy, turnover, and duration of stays. API data is available from the dashboard for easy integration with other software applications including real-time availability and navigation apps and dynamic digital signage, showing users where the parking is and navigating them directly to open spots.

Dashboard Benefits:

- ❖ Access to real-time availability and detailed historical usage analytics

- ❖ Comprehensive visibility into how parking inventory is being used
- ❖ Dynamic zone creation that enables better decision making
- ❖ Data is collected anonymously, eliminating privacy issues
- ❖ Alerts can be customized based on zone or time of use, to create efficiencies
- ❖ Planning becomes data-driven decision making
- ❖ Data is customer-owned and accessible at any time for any purpose
- ❖ Data is securely and reliably collected, stored, and maintained in the cloud, so no need for local IT support

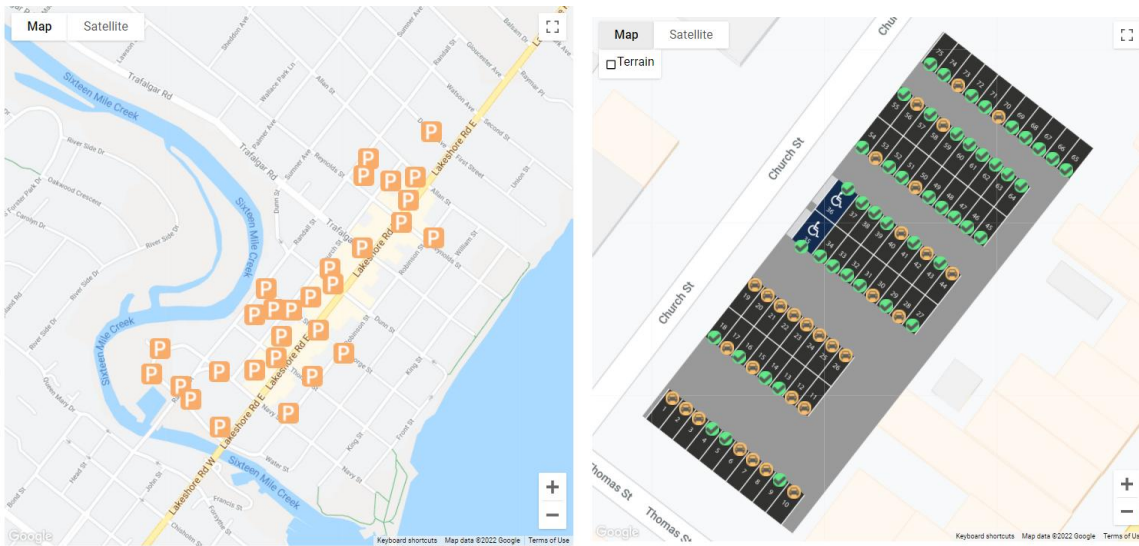


Figure 2: Screenshots of parking availability map

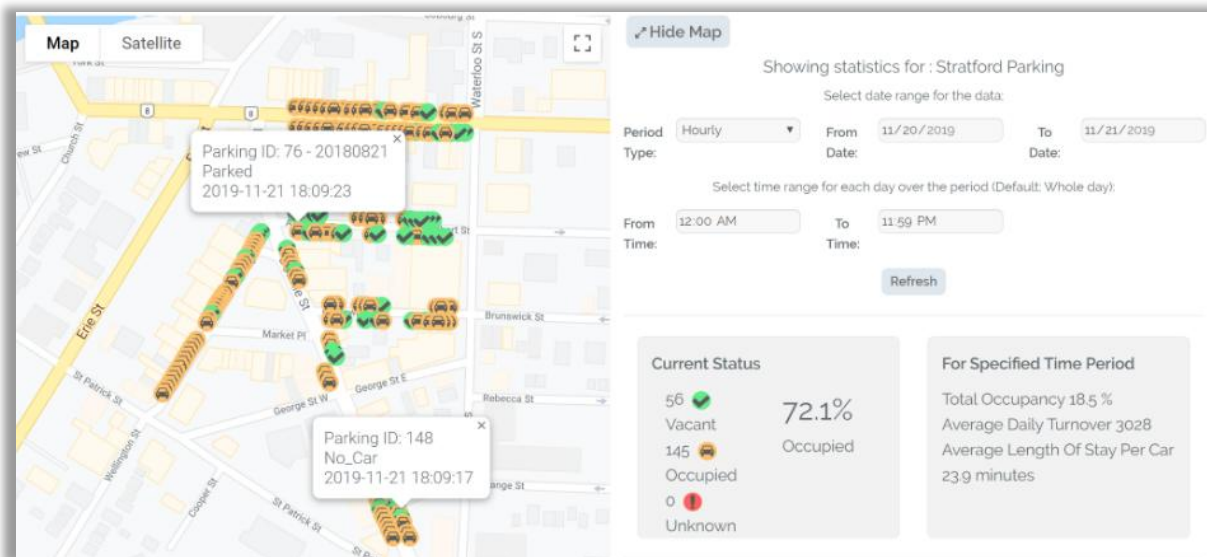


Figure 3. Screenshot of parking utilization and analytics dashboard

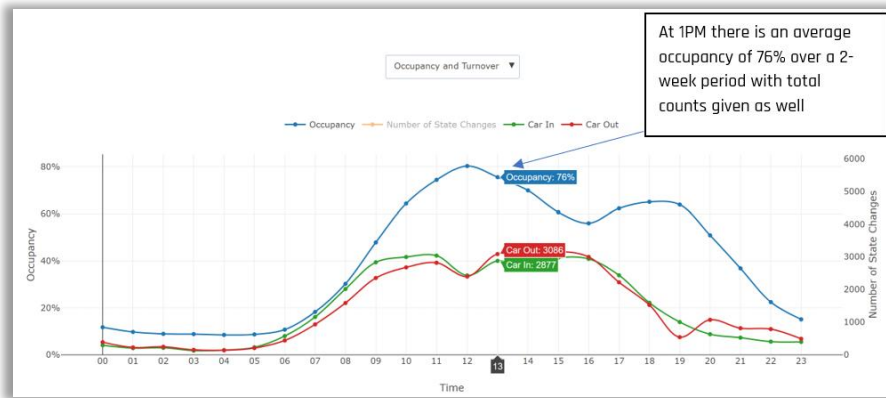


Figure 4. Screenshot of Dashboard Analytics: Occupancy and Turnover during a 2-week period

eXactpark includes an API to integrate existing payment solutions. The solution will provide the number of paid transactions along with the occupied payable stalls in real time. The ratio between occupied stalls and payments made is utilized for analyzing payment compliance.

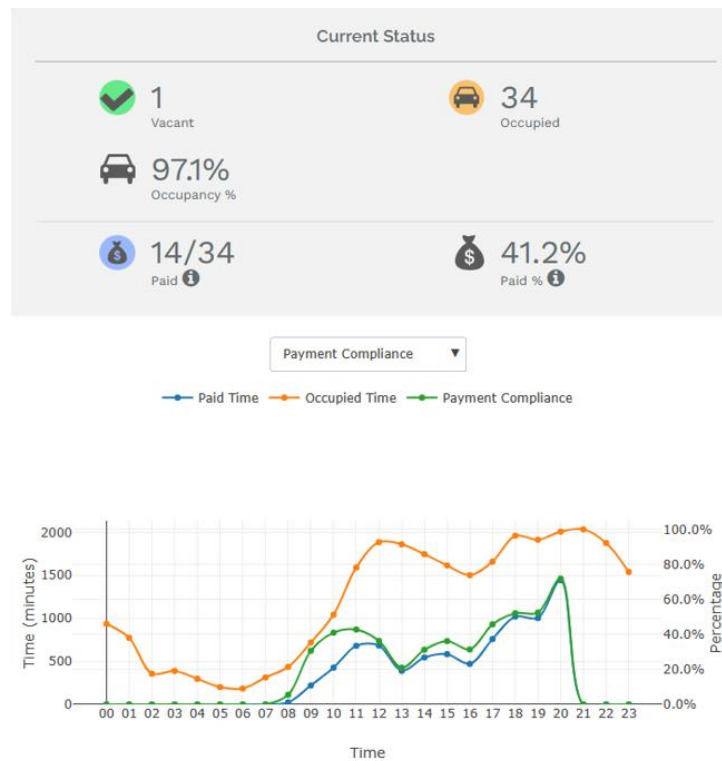


Figure 5. Payment Compliance Integration

2.3 Enforcement

With the eleven-x enforcement module, the parking sensors are used as the means to detect time-based parking violations as determined from vehicle dwell times. This enables directed enforcement for all time-limited parking modalities (both unpaid and paid).

The eXactpark dashboard allows parking administrators to set overstay alarms and alerts that are specific to different zones, stall types, and for different durations. Setting a 2-hour alarm for high-demand street-side parking, and a 15-minute alarm for loading zones is all done in the dashboard and enables more efficient enforcement by sending personnel where they will make the most impact.

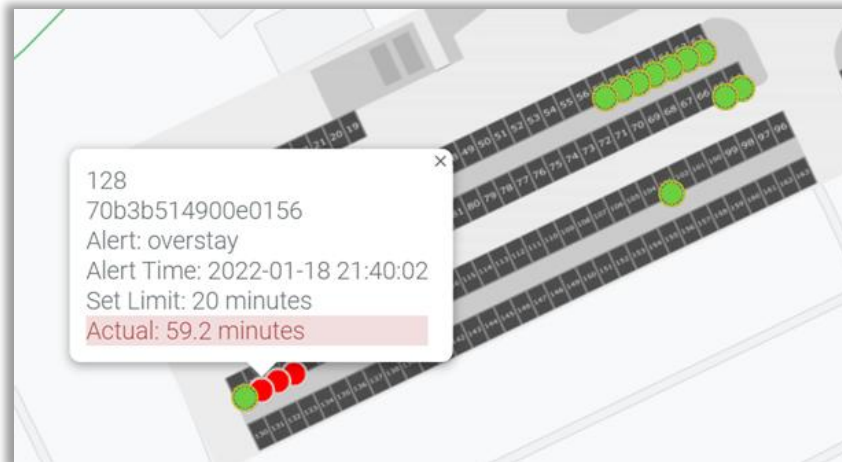


Figure 6. Screenshot of Enforcement capabilities: detecting an overstay in a 20-minute zone

Enforcement Module Features:

- ❖ Efficiently direct parking enforcement officers using smart notifications
- ❖ Configure / define parking and enforcement zones. Zones are considered “virtual lots” and will be comprised of a collection of individual spaces and / or other zones.
- ❖ Configure alert recipient groups
- ❖ Ability to configure alert types:
 - Overstay - dwell time exceeds a defined maximum (i.e. 2-hours)
 - Number of active overstays exceeds a defined minimum threshold
 - Active overstay alerts within the alert management system
 - Occupancy level exceeds a defined threshold for a defined period
 - Average dwell time exceeds a defined threshold
 - Alert types also specify if they are cause for issuing a citation. Active alerts can be cleared once a citation has been issued and can be documented in the dashboard.

Alert Management Features and Benefits:

- ❖ Show all active alerts on a map which identifies and delineates all parking spaces when zoomed to the appropriate level
- ❖ Citation alerts are indicated differently from other alerts
- ❖ Ability to track If a citation was issued against citation alert along with means to track the information and a citation reference number may also be entered for future cross reference purposes
- ❖ Alert History Filtering:
 - By alert types

- By parking and enforcement zones
- By date / time
- By citation alerts and number
- By citation alerts with an associated citation

2.4 SPS-X Parking Sensor Devices

Recognizing parking as one of the most common challenges that IoT solutions could help solve, eleven-x evaluated parking sensors from all over the world and none of them met what we believe the North American market needs, namely accuracy, longevity, reliability, and durability for a sensor that would be deployed in various challenging conditions.

Thus eleven-x designed the SPS-X smart parking sensor to be a game changing LoRaWAN-based device that utilizes multiple sensing technologies to provide accurate, real-time parking stall occupancy with 10-year battery life expectancy. The award winning, patented SPS-X sensors are quickly and easily deployed without the expense of running wires through conduit and are simply commissioned using the eleven-x smartphone app. Notably the sensors are ruggedized and rigorously tested, meeting IP67 standards for water and dust incursion and are anticipated to have little to no maintenance over the 10-year battery life. The SPS-X has been purposely designed, tested, and successfully deployed, exceeding expectations, and surviving the harshest weather and environmental conditions.



Figure 7: SPS-X Parking Sensors: surface mount (L), in-ground (R)

Traits of the award winning, patented eleven-x SPS-X:

- ❖ Multiple sensing technologies combine to achieve a much greater accuracy than any other sensor available providing >99.5% accuracy in detecting vehicles under normal operating conditions.
- ❖ The SPS-X has a 10-year battery life; double what most vendors lay claim.
- ❖ Battery status is reported and displayed as a percentage range in the dashboard application allowing for easy lifecycle planning.
- ❖ Hourly health status reports and configurable state change reporting of under 30 seconds
- ❖ In-ground sensors are completely embedded within asphalt and epoxy so there is

no chance of damage from maintenance equipment and completely tamper resistant.

- ❖ Low-profile surface mount units can be installed using anchoring hardware or commercial adhesive, depending on installation in a concrete garage or elsewhere.
- ❖ Ruggedized sensors with proven performance in harsh climates.
- ❖ Optimized for long-range communications.
- ❖ Sensors contains 75% recyclable and/or recoverable materials.
- ❖ The SPS-X is the product of Canadian innovation
- ❖ Standard 1-year warranty (extended 10-year warranty available)

2.5 Digital Signage

eXactpark integrates real-time sensor data with several options for digital signage, leading drivers to available parking. Signage includes cellular backhaul and requires minimal onsite infrastructure.



Figure 8. Sample LED Signage

2.6 Network Design and Gateways

A network gateway forms the bridge between the data collected by the SPS-X parking sensors and the eleven-x network servers. Boasting carrier-grade network reliability, eleven-x is responsible for the network design, implementation, management, and ongoing monitoring and support of the gateways. Gateways can be purchased from over 20 manufacturers in a wide assortment of power and backhaul configurations, but the most typical are AC powered and cellular backhaul for ease of deployment. The current

proposal assumes the gateways will be AC powered, 8-Channels, and cellular backhaul (may change based on site requirements). Gateway installation services are available, and unless specified otherwise, our customer will be responsible for gateway installation with eleven-x support.



Figure 9. Kerlink LoRaWAN Gateways: Outdoor

Flexible Gateway Deployment:

- ❖ Sourcing from over 20 manufacturers means no vendor lock-in
- ❖ Power configurations: 120v AC, Power over Ethernet (PoE), Renewable
- ❖ Backhaul: Cellular, Ethernet, WiFi
- ❖ Mounting: Light standards, rooftops, water and communication towers, etc.
- ❖ Scalable: can manage 10 to 1,000+ sensors
- ❖ Warranty: Standard manufacturer’s warranty

2.7 Managed Connectivity Services

eleven-x delivers carrier-grade reliability by providing managed LoRaWAN Network services. This eleven-x core competency is our “secret-sauce” and enables us to deliver IoT projects for large and complex municipal and enterprise clients across North America. This approach delivers reliable and secure IoT projects and confidence that customers’ evolving needs will be met.

Managed Network Services Includes:

- ❖ eleven-x cloud hosted LoRaWAN Server
- ❖ Cellular backhaul for the gateways
- ❖ Data and account management

- ❖ Device and gateway management
- ❖ Overall solution security
- ❖ Network operations
- ❖ Fixed-cost ongoing support

2.8 Sensor Installation Services

eleven-x provides a full turnkey installation service for the SPS-X sensors with a well-established deployment methodology that we manage and guide our local installation partners through. In the scoping phases we ask for maps, which may include characteristics such as stall ID, type, time limits, and others. We work closely with our customers to plan the hardware installation, making sure to note any preferred timelines and/or special events to be aware of, and how any parking restrictions will take place. Our team is experienced in assisting with public communications and project FAQs that will help garner the public's support and buy-in. Part of our team's assumptions are that we will have assistance in ensuring parking stalls are clearly delineated to guide proper sensor installation location within the stall, and installation areas are cleared of parked vehicles prior to installation.

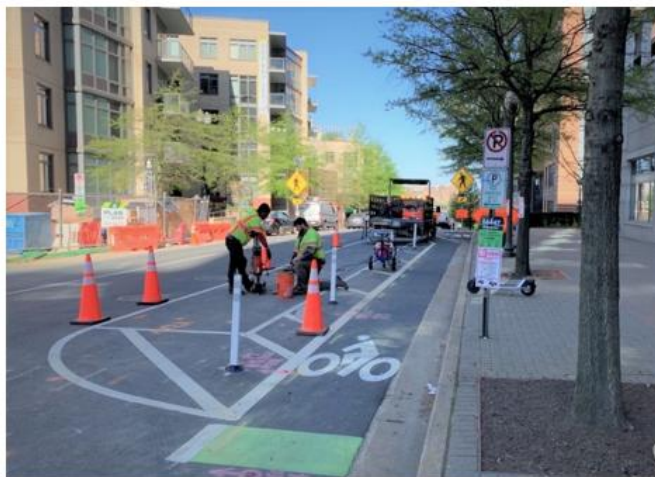


Figure 10. Sensor Installation



The following short videos demonstrate how SPS-X sensors are quick and easy to install.

[SPS-X in-ground video](#)

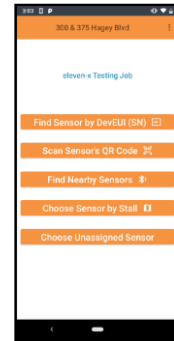
[SPS-X surface mount video](#)

2.9 Gateway Installation Services

eleven-x provides a full turnkey installation for the LoRaWAN gateways by procuring, provisioning, and testing all communication equipment so it arrives on-site in a ready-to-install state. We provide training and support as we manage our installation partner, whose team perform the service. Because the gateways only require AC power, they are quick and easy to install. Noting these services are only performed by certified electricians. Once powered up they perform self-diagnostics, connect to the cellular network, and report into our Network Operations Centre within minutes.

2.10 Installation App

The eleven-x Android parking app provides support for installation and operation of the SPS-X stall occupancy sensor. The app communicates with sensors using Bluetooth Low Energy (BLE) without requiring an internet connection. There are many operations available through the app such as waking up the device, assigning a stall to a device, fetching parking sensor states and LoRaWAN statistics.



2.11 Professional Services

Dashboard set up, hardware installation, customer training, custom integrations, and other services are available based on customer requirements and at our standard hourly rates.



3 Scope of Work

There will be a formal scope of work as part of the contract agreement. This section serves as a reference to provide more context for the Fees presented in this document.

3.1 Equipment Supply

Quantities are recorded in the quote section.

Item	Notes	Responsible
Supply SPS-X Sensors	Surface Mount	eleven-x
Supply Gateways	Outdoor	eleven-x
Supply Digital Signage	Various types	eleven-x
Supply PoE Injectors		eleven-x
Supply Epoxy/Adhesive		eleven-x

3.2 Installation Services

Item	Notes	Responsible
SPS-X Sensor Installation	Assumes stalls are clear of vehicles and cleaned ahead of time	eleven-x
Digital Display Installation	Assumes access to existing infrastructure for mounting and power is provided by others	eleven-x
Gateway Installation	Assumes access to existing infrastructure for mounting and power is provided by others	eleven-x

3.3 Software Subscriptions

Item	Notes	Included
eleven-x API		Yes
Application Dashboard		Yes
Public Facing Website		No
Mobile Navigation App		No

3.4 Maintenance and Warranty

Item	Notes	Included
------	-------	----------



10-year Extended Warranty	For SPS-X sensors	Yes
Standard Manufacturer's Warranty	The non-SPS-X equipment has the 3rd party manufacturer's warranty passed through (typically 1-year)	Yes
Maintenance Contract	See agreement for details	Yes



4 Fees

Note the following serves as an estimate based on eleven-x current understanding of the customer’s requirements and will be amended based on finalized requirements, contract negotiations, and additional information still being gathered related to installation costs:

ITEM	DESCRIPTION	Qty	Unit Price	Total
Parking Equipment				
SPS-X (Surface Mount) Hardware	Supply Wireless battery-operated parking sensors	41214	\$122.38	\$5,043,563.25
10-Year Extended Warranty for SPS-X	Extended 10-year warranty	41214	INCLUDED	\$0.00
Outdoor (Kerlink Wirnet iStation)	Supply Wireless LoRaWAN gateway with cellular internet backhaul	90	\$1,215.74	\$109,416.60
POE Adaptor (Outdoor)	Adapter from regular outlet to PoE	90	\$293.70	\$26,433.00
Digital Display Small (Budgetary)	Sign specific description (TBD)	637	\$4,111.80	\$2,619,216.60
Digital Display Big (Budgetary)	Sign specific description (TBD)	10	\$14,097.60	\$140,976.00
Installation				
Outdoor Gateway Installation (Budgetary)	Budgetary quote for outdoor gateway installation.	90	\$1,762.20	\$158,598.00
SPS-X Surface Mount Installation (Budgetary)	Budgetary quote for sensor installation. Includes all mounting hardware and adhesive	41214	\$65.86	\$2,714,354.04
Digital Signage Small Installation (Budgetary)	Budgetary quote for signage installation.	637	\$2,055.90	\$1,309,608.30
Digital Signage Big Installation (Budgetary)	Budgetary quote for signage installation.	10	\$3,524.40	\$35,244.00
Professional Services				
Setup Fee	Initial setup, training, Project management & support from eleven-x	1	\$1,736,765.00	\$1,736,765.00
Duties, Taxes, Shipping				
Duties	Include importing/exporting fees including tariffs	0	\$0.00	\$0.00
Shipping (Budgetary)	Include shipping fees if necessary	1	\$11,500.00	\$11,500.00
SUB TOTAL	One-Time (CAPEX)			\$13,905,674.79
Managed IoT Network Service	Network, data, and user management and support, including Cellular backhaul for gateways	90	\$1,281.60	\$115,344.00
Digital Signage Managed Service	Service for connectivity, displaying availability, and monitoring the sign	637	\$1,281.60	\$816,379.20



Dashboard Software Subscription	Data storage, dashboard software, API, digital signage, support	41214	\$32.04	\$1,320,496.56
Annual Onsite Maintenance (Budgetary)	Agreement details as per SOW	1	\$149,947.20	\$149,947.20
SUB TOTAL	Annual Recurring (OPEX)			\$2,402,166.96
TOTAL	(Initial Term)			\$16,307,841.75

The pricing includes an 11% Sourcwell discount, a 24% volume discount on sensors, and full discount on the 10-year extended warranty. First-year total savings are **27% (\$6,070,683)**, while the 10-year contract offers a **19% (\$8,736,270)** discount.



5 Conclusion

Denver International Airport is setting the standard for innovation, sustainability, and operational excellence and eleven-x is the perfect partner to help achieve those goals. By deploying the most advanced, low-maintenance parking guidance system on the market, DEN will gain real-time visibility, actionable insights, and a seamless traveler experience that aligns with Vision 100 and Operation 2045. Our proven technology and turnkey delivery ensure accuracy, scalability, and reliability for years to come. Together, we can transform parking into a strategic asset that drives revenue, reduces congestion, and supports a greener future for one of the world's leading airports.

Sincerely,

Ryan Hickey,
Title: Chief Revenue Officer
Cell: 519-998-6164
Email: ryan.hickey@eleven-x.com

6 Optional Products and Services for Future Considerations

6.1 Navigation Mobile App

eleven-x offers eXactnav™, a mobile navigation application that conveniently displays the real-time parking availability on a map. Citizens and visitors can easily find parking availability by looking at the colours of the bubbles and reading the number of available spaces within each bubble (see *Figure 11*). Users can easily pinch zoom down to the individual row or stall to check on real-time availability. The app is purely for guidance, intuitive to use, freely available on the Google™ and Apple™ online application stores, and does not have monetization features.

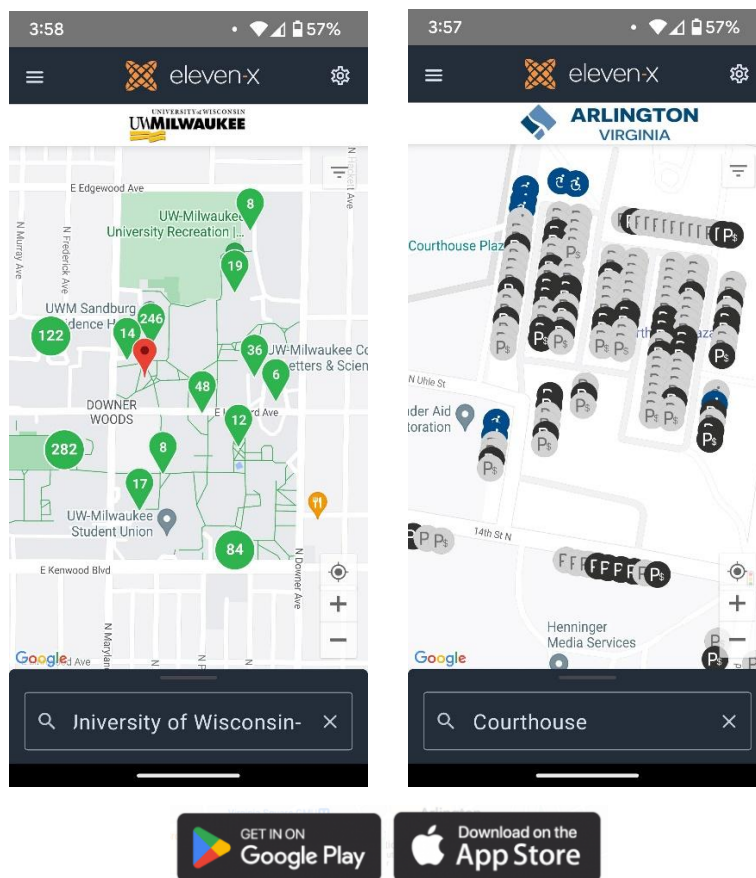


Figure 11: Screenshots of eXactpark Navigation App

6.2 Public Facing Parking Availability

eXactpark provides a hosted occupancy dashboard website that the public can use to see the status of parking spots in real-time.

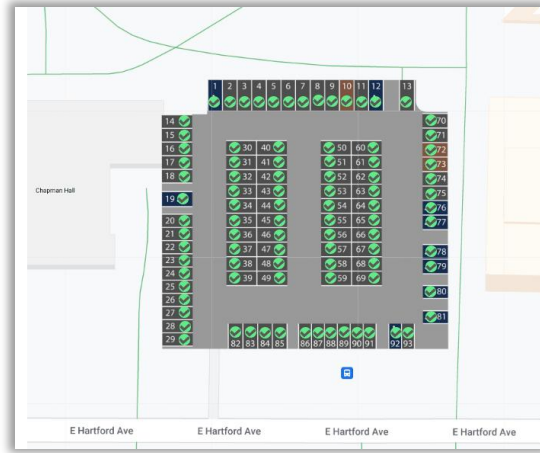


Figure 12. Public Availability Facing Map Example

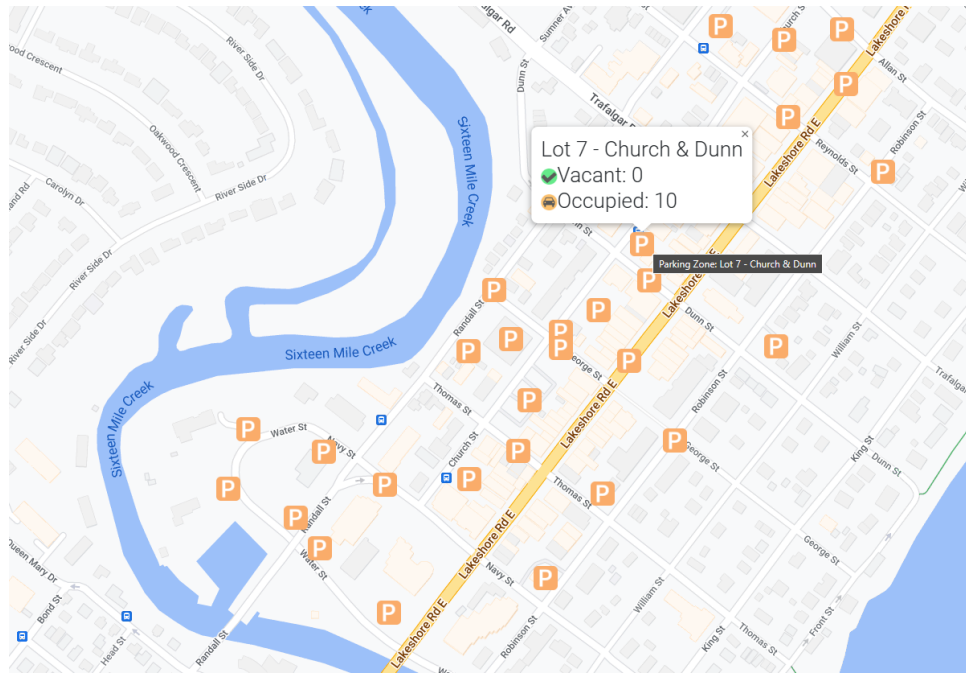


Figure 13. Public Availability Facing Map Example

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES AGREEMENT**

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and 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 no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
- Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
- Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Cyber Insurance
- Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. Unmanned Aerial Vehicle (UAV) Liability:
- If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance

Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subCommercial Operators of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Commercial Operator is NOT included under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator’s work or responsibilities under the ROCIP Safety Manual.

EXHIBIT D



eleven-x Incorporated

~ eleven-x'ers' HR Handbook ~

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Welcome from the CEO

At eleven-x the success of our business is based on the cumulative professional satisfaction of every member of our team. The goal of this Handbook is to ensure every person receives fair and consistent treatment at eleven-x. Its intention is to provide clarity and general direction on our goals, expectations, and desired ways for working well together. To ensure that everyone has the most up-to-date information, it is important to maintain communication channels among all employees.

You will find here a summary of our policies, procedures, and practices. No Handbook can anticipate or address every situation. It is therefore general in nature and is not intended to replace specific policies or contractual agreements that may exist nor be all inclusive or attempt to address all issues that may arise. All parts of the Handbook are subject to applicable legislation in the province in which an employee is employed. In the event of any conflict with this Handbook, applicable legislation will prevail. The Handbook does not represent, nor is intended to serve as a contract of employment with eleven-x. It is intended to ensure a healthy, inclusive, supportive, and respectful working environment for all.

You will notice we commonly refer to our employees or team members as “eleven-x’ers”. We are proud of our team and we aspire to turn your experience up to eleven. If we’re missing the mark, please let us know. We welcome your feedback.

Thank you,
Dan Mathers, Co-Founder, President & CEO

Our Mission, Vision, and Values

Mission:

We make the world a better place by delivering smart parking solutions which enable cities and communities to be accessible, safe, resilient, and sustainable.

Vision:

Parking is a daily frustration; we make it better. We dream of a world where parking is a delightful experience for everyone.

Values:

- **Teamwork:** We believe in the power of the team and commitment to making eleven-x great
- **Diversity:** We respect each individual and what they bring to the team
- **Customer-centric:** Our success comes from being customer-centric and making every interaction with eleven-x a great one
- **Excellence:** We deliver excellence with bias for action, continuous improvement, and learning
- **Accountability:** We own and are accountable for the decisions we make
- **Joy and celebration:** We celebrate our wins, big and small

Our Philosophy

The organization’s goal is to create an atmosphere with strong core values where people will be proud to work and work well together to be successful in our business activities. Each team member has the responsibility to maintain the highest standard of ethics, develop their skills, work effectively, and co-operate fully in contributing to the goals and objectives of eleven-x.

eleven-x is committed to providing direction and leadership to support the dignity and self-esteem of its employees through the development and adherence to this Handbook. To achieve these objectives, we strive to foster an

environment based upon respect for individuals and their needs, and we recognize that this helps to ensure cooperation and teamwork. eleven-x supports this commitment with the following:

- ✓ Employment and all people decisions are determined by ability and performance. eleven-x supports the human rights of each individual within the organization. We are all responsible for making ours an equitable work environment.
- ✓ Our working environment will be, at all times, supportive of the dignity and self-esteem of its employees. To achieve this, our environment relies upon mutual respect, cooperation, and understanding among our employees. Any behaviour undermining the integrity of our environment will not be tolerated in any form.
- ✓ Encourage growth and development of employees by helping them achieve their personal goals at eleven-x and beyond.
- ✓ Seek to prevent and avoid unproductive workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it.
- ✓ Administer and comply with all policies equitably and fairly, recognizing that jobs are different, but each is important; that individual performance should be recognized and measured by predetermined standards; and that each employee has the right to fair treatment.
- ✓ Recognize that employees in their personal lives may experience crisis and we are committed to extend compassion and understanding toward each other.

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Our Commitment to Human Rights and Accommodation

eleven-x is an equal opportunity employer and employs persons without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, gender identity and expression, sexual orientation, age, marital status, physical and/or mental disability or any other protected ground under applicable human rights legislation.

Our culture of respect and dignity for humanity is held in the highest regard and eleven-x's commitment is known, made explicit and regularly reinforced, in all our company communications and interactions.

Our Commitment to Diversity, Equity and Inclusion

eleven-x is dedicated to fostering a company culture that encourages and preserves diversity, equity, and inclusion. The differences in an employee's background, experiences, knowledge, and capabilities are a valuable part of our performance, success, and overall health as an organization. We are committed to encouraging our employees' differences in age, colour, race, religion, ethnicity, marital status, gender identity, sexual orientation, language, physical and mental ability, and socioeconomic status. Our team members come from diverse backgrounds and experiences, and our goal is to ensure every member receives equitable and inclusive access to opportunities and support to be successful at eleven-x.

Furthermore, we strive to build a more fair and inclusive world, and that begins with an internal culture that reflects

those values. We value transparency and progress and are committed to advancing such activities that grow and move our industry forward and to the communities we service and support.

Our company operating principles and identity traits are a key part of all communications, key objectives and program initiatives, and performance review and feedback processes so that we can measure the how in addition to the what.

We support a culture of welcome and belonging as necessary and critical to our overall wellbeing which guides our planning, execution of activities, evaluations, assessments, improvements, and continual learning and development initiatives to continue to build and support the what and how of all protocols and programs as referred to herein.

Our Commitment to Accessibility: AODA Policy-Accessibility for Ontarians with Disabilities Act

eleven-x is committed to treating all people in a way that allows them to maintain their dignity and independence. We are committed to meeting the needs of people with disabilities in a timely manner and will do so by preventing and removing barriers to accessibility and meeting accessibility requirements under the Accessibility for Ontarians with Disabilities Act (AODA).

In accordance with the regulations outlined in the Accessibility for Ontarians with Disabilities Act (AODA), eleven-x has embraced the legal requirements, and best practices where possible, to provide information and services in an equitable and accessible manner. The accessibility plan outlines the policies and actions that eleven-x has in effect to improve opportunities for people with disabilities. It applies to all employees and others who provide services on behalf of eleven-x.

eleven-x provides training to employees on Ontario's accessibility laws and on the Human Rights Code as it relates to people with disabilities. Training will be provided in a way that best suits the duties of employees. eleven-x has taken steps to ensure employees have been provided with the training needed to meet Ontario's accessible laws. Please see "schedule" for full policy and procedure.

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EXHIBIT E

eXACTPARK™ TERMS AND CONDITIONS

BY ACCEPTING THESE TERMS AND CONDITIONS, EITHER BY: A) ACCEPTING THESE TERMS AND CONDITIONS ONLINE, B) SIGNING THE QUOTE (AS DEFINED BELOW) WHICH REFERENCES THESE TERMS AND CONDITIONS, OR C) USING OR ACCESSING EXACTPARK™ (AS DEFINED HEREIN) AFTER BEING MADE AWARE OF THESE TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE PROVISIONS, AND HAS THE AUTHORITY TO AGREE TO, AND IS CONFIRMING THAT IT IS AGREEING TO, COMPLY WITH AND BE BOUND BY, ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, TOGETHER WITH THE TERMS CONTAINED IN A QUOTE. IF, AFTER READING THESE TERMS AND CONDITIONS CUSTOMER DOES NOT ACCEPT OR AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, CUSTOMER SHALL NOT ACCESS OR USE EXACTPARK.

IF YOU ARE AN AGENT OR EMPLOYEE OF THE CUSTOMER THEN YOU HEREBY REPRESENT AND WARRANT THAT: (I) THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS IS DULY AUTHORIZED TO DO SO ON CUSTOMER'S BEHALF AND TO BIND THE CUSTOMER, AND (II) THE CUSTOMER HAS FULL POWER, CORPORATE OR OTHERWISE, TO ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. INTERPRETATION

1.1 Definitions. Unless otherwise defined in the Quote, the terms listed below shall have the following meanings when used in these Terms and Conditions:

- (a) “**Account**” is defined in Section 2.7 below.
- (b) “**Agreement**” means the Quote together with these Terms and Conditions.
- (c) “**Confidential Information**” means all confidential and proprietary information, in any form, furnished or made available directly or indirectly by one party to another party, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all orders hereunder), business and marketing plans, technology and technical information, product designs, financial information, business processes and correspondence.
- (d) “**Customer**” means the City and County of Denver.
- (e) “**Customer Data**” means the data or information submitted by or for Customer to eXactpark or collected and Processed by or for Customer using eXactpark.
- (f) “**Data Protection Laws**” means all laws and regulations, including laws and regulations of Canada (including the *Personal Information Protection and Electronic Documents Act* (Canada) and the Canadian Anti-Spam Legislation), the European Union, the European Economic Area and their



member states, Switzerland and the United Kingdom, including the GDPR, applicable to the Processing of Personal Information under the Agreement.

- (g) **“Device”** means a device, computer or sensor that: (a) complies with all applicable regulatory requirements; (b) has been approved by Eleven-X to operate on the Network; and (c) has been activated by Eleven-X on the Network.
- (h) **“Documentation”** means the user manual, data sheets, and other documentation as prepared and supplied by Eleven-X for use in association with eXactpark.
- (i) **“Eleven-X”** means Eleven-X US Incorporated.
- (j) **“Eleven-X Device”** means a Device manufactured by or for Eleven-X and supplied to the Customer by Eleven-X hereunder and specified in the applicable Quote.
- (k) **“End User”** means an end user of the eXactnav App to access and use Customer’s instance of eXactpark.
- (l) **“Evaluation Term”** if applicable, means the evaluation period, if any, specified in a Quote.
- (m) **“eXactnav App”** means Eleven-X’s proprietary mobile application known as “eXactnav™” which Customer’s end users download onto their mobile devices to connect to and use eXactpark.
- (n) **“eXactnav App EULA”** means the end user license agreement for the eXactnav App which is available at <https://eleven-x.com/legal/exactnaveula>.
- (o) **“eXactpark”** means Eleven-X’s proprietary smart parking solution known as “eXactpark™” which is comprised of the Network, Network Services, one or more Software Services (including the eXactnav App) Eleven-X Devices and Third Party Products.
- (p) **“Gateway”** means a router equipped with a LoRa concentrator that has been approved by Eleven-X for use on the Network.
- (q) **“Intellectual Property Rights”** means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask works, (ii) trademark and trade name rights and similar rights, (iii) rights relating to know-how or trade secrets, confidential information, including ideas, concepts, methods, techniques, inventions (whether or not developed or reduced to practice); (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe (including without limitation rights in any of the foregoing).
- (r) **“LoRaWAN”** means a low-power, wide-area networking protocol designed to wirelessly connect battery-operated devices to the internet over long distances.



- (s) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (t) **“Network”** means the Eleven-X LoRaWAN network described in the applicable Quote.
- (u) **“Network Services”** means the data and services provided by Eleven-X that allow Devices operating on the Network to transport data over the Network.
- (v) **“Personal Information”** means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.
- (w) **“Processing”** means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (x) **“Professional Services”** means the customization, integration, implementation, set-up, training and other professional services described in a Quote.
- (y) **“Professional Services Agreement”** means the Professional Services Agreement between the City and County of Denver and Eleven-X US Incorporated to which these Terms and Conditions are attached as Exhibit E.
- (z) **“Quote”** means the Eleven-X quote for eXactpark Subscriptions, Eleven-X Devices, Third Party Products and Professional Services to which these Terms and Conditions are attached or incorporated by reference.
- (aa) **“Software Service(s)”** means one or more of Eleven-X’s proprietary cloud-based software-as-a-service modules (as specified and described in the Quote) for which Customer is granted rights of access and use in accordance with this Agreement, including any ancillary mobile applications and other services available in connection therewith, as such Software Service may be updated from time to time by Eleven-X in its sole discretion.
- (bb) **“Subscription”** means the right granted by Eleven-X to Customer to access and use eXactpark in accordance with this Agreement, for the Subscription Term specified in the applicable Quote.
- (cc) **“Subscription Fee”** means the fee payable by Customer for a Subscription as set out in the Quote.
- (dd) **“Subscription Term”** is defined in Section 11.1 and generally means the period of time that Customer is authorized by Eleven-X to access and use eXactpark (including the Documentation), as specified in the applicable Quote.
- (ee) **“Support Services”** means the support services for eXactpark provided by Eleven-X as described in Section 4 hereof.
- (ff) **“Third Party Product”** means (a) any hardware product, including without limitation a Device, that is not manufactured by or on behalf of Eleven-X; and/or (b) stand-alone software applications that are proprietary to a third party.



(gg) “**User**” means an employee or contractor of Customer to whom Customer (or Eleven-X at Customer’s request) has supplied a user identification and password.

1.2 Sections and Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.3 Governing Law. The governing law shall be as specified in the Professional Services Agreement. The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Agreement or to any dispute arising therefrom.

2. **EXACTPARK ACCESS AND USE**

2.1 Right to Access.

(a) *eXactpark Generally.* Once Eleven-X has implemented the Customer’s instance of eXactpark and created an Account for Customer, Eleven-X will provide eXactpark to Customer and Customer is hereby authorized to access and use eXactpark on the terms and conditions contained herein, until the earliest of the end of the Subscription Term or the Evaluation Term, as applicable, or the Agreement being terminated in accordance with the terms hereof.

(b) *Software Services.* Subject to the terms and conditions of this Agreement (including the applicable Quote) and payment of the applicable Subscription Fees, Eleven-X hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, internal right to (a) access and use (and to permit Users to access and use) the Software Services, solely during the Subscription Term; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Customer’s permitted use of the Software Service during the Subscription Term.

(c) *eXactnav App.* Eleven-X hereby grants to Customer the right to provide End Users with access to and use of the eXactnav App to enable End Users to access and use eXactpark; *provided that* each End User agrees to and complies with the eXactnav App EULA.

2.2 Reservation of Rights. Eleven-X and its licensors own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other Intellectual Property Rights), in and to eXactpark (other than Devices and Third Party Products) and Documentation and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof, all of which shall be deemed part of eXactpark and subject to all of the provisions of this Agreement. Customer shall keep eXactpark (other than Devices and Third Party Products) free and clear of all liens, encumbrances and/or security interests. Subject to the limited rights expressly granted in this Agreement, Eleven-X reserves all rights, title and interest in and to the Software Services, Network, Network Services and Documentation. No rights are granted to Customer pursuant to this Agreement other than as expressly set forth in this Agreement and all rights not expressly granted under this Agreement are reserved.

2.3 Restrictions and Limitations.



- (a) **Networks.** Customer acknowledges and agrees that: (a) eXactpark Networks have a limited operational range and this range may change depending on environmental conditions and location of Devices; and (b) the Network may be temporarily down or limited due to atmospheric, environmental, capacity constraints, or other events beyond Eleven-X's control. eXactpark performance may also be temporarily interrupted due to changes or maintenance performed by Eleven-X. Eleven-X shall use reasonable commercial efforts to provide prior notice where Network interruptions are planned and have a material impact on the Customer. If eXactpark fails to operate in accordance with its Documentation and Customer has confirmed that the issue is not with its infrastructure, Customer shall provide notice of the issue to Eleven-X using the support contact information provided by Eleven-X, and Eleven-X shall use commercially reasonable efforts to resolve the issue within 48 business hours from delivery of the notice.
- (b) **Software Services.** Customer shall not (and shall not allow Users or any third party to): (i) possess, download or copy the Software Services or any part of the Software Services, including but not limited any component which comprises the Software Service, but not including any output from the Software Services; (ii) knowingly interfere with service to any of Eleven-X's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (iii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software Services and/or Documentation, except to the extent that enforcement is prohibited by applicable law; (iv) circumvent any timing restrictions that are built into the Software Services; (v) sell, rent, lend, transfer, distribute, license, or grant any rights in the Software Services or Documentation in any form to any person without the written consent of Eleven-X; (vi) remove any proprietary notices, labels, or marks from the Software Services or Documentation; or (vii) create any "links" to or "frame" or "mirror" of the Software Services or any portion thereof.
- 2.4 **Third Party Content.** Eleven-X is not a publisher of third party content that can be accessed through eXactpark. Eleven-X is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through eXactpark or any damages resulting therefrom. Eleven-X does not guarantee the accuracy, completeness, or usefulness of information that is obtained through eXactpark. Eleven-X makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through eXactpark.
- 2.5 **No Reverse Engineering.** Customer shall not alter, modify, adapt, create derivative works, deface, disassemble, or Reverse Engineer eXactpark, any component thereof or any other Eleven-X supplied product or service, nor attempt to do so, nor permit, acquiesce, authorize or encourage any other person to do so. For the purposes of this Agreement, "**Reverse Engineer**" means any act of reverse engineering, translating, disassembling, decompiling, decrypting, or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", "protocol analysis" or "black box" reverse engineering) data, software (including backend APIs), interfaces and any other data included in or used in conjunction with programs that may or may not technically be considered software code) or hardware or any method of obtaining or converting any information, data or software from one form into human-readable form.
- 2.6 **Limitations on Eleven-X's Responsibility.** Unless Eleven-X expressly agrees otherwise, its sole responsibility is the provision of eXactpark, including, if applicable, any Third Party Products. Customer shall be responsible for providing all other aspects of its system, including without limitation any Devices



not provided by Eleven-X. In no event shall Eleven-X be responsible for the functioning or functionality of any Device not provided by Eleven-X or any other portion of Customer's system.

- 2.7 **Account Activation.** Customer is required to open an account with Eleven-X (an "**Account**") in order to use the Software Services. Customer shall ensure that such Account activation information is accurate and complete and that such information remains current throughout the Subscription Term. Customer is fully responsible for all activity that occurs in Customer's Account, including for any actions taken by its Users. Customer is responsible for keeping all Account passwords secure. Eleven-X will not be liable for any loss or damage caused by or arising from a failure by Customer or its Users to maintain the security of the Customer's Account and password.

3. **PROFESSIONAL SERVICES**

- 3.1 **Professional Services and Fees.** If agreed to in a Quote, Eleven-X, or its authorized services partner, will provide the Professional Services described in the Quote for the fee specified therein. Such Professional Services may include installation, setup, and start-up testing of the Eleven-X Devices on the Network to ensure the hardware complies with the specifications set forth in the Documentation. Customer will provide Eleven-X with reasonable access to Customer's facility for delivery, setup, installation, inspection and servicing.
- 3.2 **Proprietary Rights.** All software, appliances, methodologies, code, improvements, designs, templates, tools, policies, records, work papers, knowledge, data, know-how, ideas, interfaces, utilities, architectures, concepts, techniques, works of authorship or other intellectual property, written or otherwise, that is (i) pre-existing property of Eleven-X; (ii) developed at any time by Eleven-X independently of this Agreement or the Professional Services; or (iii) developed by Eleven-X alone or jointly with Customer, whether independently of this Agreement or in relation to this Agreement, that relates to the Professional Services (including any updates, modifications, improvements, and derivative works of the same whether or not created or developed during the course of performance of the Professional Services), including all Intellectual Property Rights therein, shall be the exclusive property of Eleven-X.

4. **SUPPORT AND SERVICE LEVEL AGREEMENT**

- 4.1 **Support.** Eleven-X will use reasonable efforts to provide Support Services to Customer for eXactpark from 9:00 am to 5:00 pm ET, on Eleven-X business days. Customer acknowledges and agrees that notwithstanding the obligation to use reasonable efforts to provide support on business days, there may be times when Eleven-X support personnel are not available. Eleven-X reserves the right to charge its then-current Professional Services fees for certain support requests, with the prior approval of the Customer. Eleven-X shall not be required to provide Support Services if Customer is in default of any of Customer's obligations under this Agreement.
- 4.2 **Service Level Agreement.** Eleven-X will use commercially reasonable efforts to ensure that the Software Services will achieve Service Availability (as defined below) of at least 99.9% during each calendar month. In the event that the Software Services cease to function substantially in accordance with the Documentation, Eleven-X will use commercially reasonable efforts to have the Software Services operating and functioning substantially in accordance with the Documentation within forty-eight (48) hours. "**Service Availability**" means the number of minutes in a month that the key components of the Software Services are operational as a percentage of the total number of minutes in such month, excluding downtime resulting from (a) scheduled maintenance, (b) Force Majeure Events (as defined in Section 16.2), (c) malicious



attacks on eXactpark, (d) issues associated with Gateways or Devices, or (e) acts or omissions of Customer. Eleven-X reserves the right to take eXactpark offline for scheduled maintenance for which Customer has been provided reasonable notice and Eleven-X reserves the right to change its maintenance window upon prior notice to Customer.

5. DEVICES

5.1 **Sale of Devices.** Eleven-X shall sell to Customer, and Customer shall purchase from Eleven-X, the Eleven-X Devices and Third Party Products set forth in the Quote in the quantities and at the price and payment terms specified in the Quote, and upon the terms and conditions set forth in this Agreement.

5.2 **Delivery.** Eleven-X shall deliver the number of Eleven-X Devices and Third Party Products specified in the Quote to the address specified by Customer in the Quote using Eleven-X's standard methods for packaging and shipping Devices, EXW (Incoterms® 2020), Eleven-X's (or its designated agent's) warehouse or distribution facility (the "**Shipping Point**"). Devices will be made available for shipping by or within a reasonable time after the shipping date stated on the Quote, subject to availability. Unless otherwise agreed by the parties, Eleven-X shall determine the carrier and all matters related to shipping and delivery.

5.3 **Risk of Loss.** Risk of loss or damage to the Devices shall pass to Customer upon delivery of the Devices to Customer's loading dock at the facility specified in the applicable Quote or purchase order. Customer shall inspect all Devices within ten (10) business days of delivery and notify Eleven-X of any visible damage or shortages; failure to provide such notice shall constitute acceptance of the Devices as delivered.

5.4 **Transfer of Title.** Title in and to the Devices will transfer from Eleven-X to Customer upon delivery of the Devices to Customer's loading dock at the facility specified in the applicable Quote or purchase order.

6. FEES AND PAYMENT TERMS

6.1 **Subscription Fees.** Customer shall pay to Eleven-X the Subscription Fees specified in the Quote. Unless otherwise agreed and specified in the applicable Quote, Subscription Fees are payable annually, in advance. All Subscription Fees are quoted and payable in the currency specified in the Quote. Except as otherwise specified herein or in a Quote, Subscription Fees are non-cancellable and non-refundable.

6.2 **Taxes and Other Charges.** Subscription Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, HST, GST, sales, value-added, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer shall be responsible for all Taxes, as well as shipping, insurance and other costs, including, but not limited to, any import duties associated with the supply of products and services under this Agreement. If Eleven-X has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Eleven-X will invoice Customer and Customer will pay that amount unless Customer provides Eleven-X with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Eleven-X is solely responsible for taxes assessable against it based on its income, property and employees.

6.3 **Invoicing and Payment.** Subscription Fees will be invoiced annually in advance and otherwise in accordance with the relevant Quote. Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on subsequent invoices. Unless otherwise stated in the Quote, charges are due net thirty (30) days from the



invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with Eleven-X.

- 6.4 **Purchase Orders.** Customer may issue a purchase order or purchase orders to Eleven-X for a Subscription to eXactpark with the number of Eleven-X Devices and, if applicable, Third Party Products set forth in the applicable Quote, and Eleven-X's invoices submitted thereafter with respect to such fees will include references to the applicable purchase order(s). Except as otherwise expressly provided in this Agreement, the Customer's purchase order(s) with respect to eXactpark shall serve as authorization from Customer for Eleven-X to proceed with the activation of the Customer on the Network and/or provisioning of eXactpark for the number of Devices specified therein.
- 6.5 **Purchase Order Terms.** Unless otherwise agreed to in writing by Customer and Eleven-X, the acceptance of any purchase order placed by Customer for a Subscription to eXactpark is expressly made conditional upon Customer's acceptance of and agreement to the terms and conditions contained in this Agreement and Eleven-X agrees to furnish eXactpark only upon the terms and conditions of this Agreement and not on the terms and conditions contained in Customer's purchase order (other than the information required in Section 6.4 hereof). The terms and conditions on the reverse side of a Customer purchase order are of no force and effect.
- 6.6 **Disputed Invoice.** If Customer disputes an invoice in good faith, Customer must (a) notify Eleven-X in writing within thirty (30) days of any such invoice, specifying the nature of the dispute or inaccuracy; and (b) pay any undisputed amounts as provided herein. Both parties will in good faith investigate and attempt to promptly resolve any disputed invoices. Eleven-X will not exercise its rights under Sections 6.7 or 6.8 hereof if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.7 **Interest on Overdue Amounts.** Eleven-X reserves the right to charge interest at 1.0% per month on any undisputed amounts past due. All computations of interest shall be made on the basis of a 360 day year and the actual days elapsed.
- 6.8 **Suspension for Non-Payment.** Eleven-X reserves the right to suspend Customer's access to eXactpark if Customer is past due in making payment to Eleven-X under this Agreement or any other agreement between Eleven-X and Customer; provided that Eleven-X has delivered to Customer written notice that payment is past due and Customer has failed to cure such default within ten (10) business days of receipt of such notice. The foregoing right to suspend shall not arise from non-payment of amounts for which Customer has provided Eleven-X with written notice in Section 6.6 above disputing the accuracy of the applicable invoice, so long as Customer has complied with Section 6.6 and such dispute remains unresolved.

7. CUSTOMER DATA

- 7.1 **Ownership.** As between Eleven-X and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Eleven-X does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Customer Data.
- 7.2 **No Access to Customer Data.** Customer acknowledges that Eleven-X does not need, require or have any access to any Customer Data or any Personal Information. If Customer desires Eleven-X to receive and



access any Customer Data, Customer shall first obtain the written approval of an executive officer of Eleven-X which may be withheld by Eleven-X in its sole discretion.

- 7.3 Use of Aggregated and Anonymized Data. Customer agrees that Eleven-X may collect, use, and disclose quantitative data derived from the use of eXactpark for its business purposes, including providing and supporting eXactpark, to improve eXactpark, develop new products and services, to understand usage, industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and anonymized form only and will not identify Customer, its end users, Customer Data, Personal Information, or any third parties utilizing eXactpark.

8. PROTECTION OF PERSONAL INFORMATION

- 8.1 Eleven-X's Processing of Personal Information. Eleven-X shall only process Personal Information on behalf of and in accordance with Customer's documented instructions and Data Protection Laws for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Customer's Users or customers in their use of eXactpark; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
- 8.2 Technical and Organizational Safeguards. In connection with the provision of eXactpark, Eleven-X will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information and shall secure Personal Information with safeguards appropriate to the level of sensitivity of the Personal Information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Information by Eleven-X personnel except (a) to provide eXactpark and prevent or address service or technical problems, (b) as compelled by law and upon identification of lawful authority, or (c) as expressly permitted in writing by Customer. Eleven-X shall, in connection with the provision of eXactpark, comply with Data Protection Laws, as well as Eleven-X's [Privacy Policy](#). Eleven-X shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and Eleven-X shall take commercially reasonable steps to ensure the reliability of any Eleven-X personnel engaged in the Processing of Personal Information.
- 8.3 Data Breach. Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "**Security Incident**"), Eleven-X will promptly notify Customer of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Customer, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Customer with detailed information about the Security Incident. Eleven-X will use commercially reasonable steps to mitigate the effects of the Security Incident, or assist Customer in doing so; and will provide prior notice to Customer of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Customer's prior written approval, not to be unreasonably withheld, conditioned or delayed. Eleven-X will work with and coordinate with Customer on any such notices in any event. Subject to Section 9 of the Professional Services Agreement, Eleven-X will comply with this Section 8.3 at Eleven-X's cost unless the Security Incident arose



from Customer's negligent or willful acts or Eleven-X's compliance with Customer's express written instructions.

- 8.4 **Subcontracting.** Eleven-X may engage third party subcontractors to assist in the provision of eXactpark under this Agreement. Customer authorizes Eleven-X to subcontract the Processing of Personal Information under this Agreement provided that (i) Eleven-X shall maintain a list of such subcontractors and will provide a copy of that list to Customer upon request; and (ii) all subcontractors will be contractually required by Eleven-X to abide by substantially the same obligations as Eleven-X under this Agreement to protect Personal Information, such that the data processing terms of the subcontract will be no less onerous than the data processing terms set out in this Agreement.

9. **CUSTOMER OBLIGATIONS**

- 9.1 **Users.** Customer is responsible for all activities that occur in User Accounts and for its and its Users' compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, if any, uploaded to eXactpark and the means by which Customer acquired data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Service, and notify Eleven-X promptly of any such unauthorized access or use; and (c) use the Software Service only in accordance with the Documentation and applicable laws and government regulations.
- 9.2 **Trouble Reporting.** Customer will report any trouble with respect to eXactpark to Eleven-X only upon reasonable verification that the trouble is due directly to issues with eXactpark and not to elements or conditions within the reasonable control of Customer.
- 9.3 **Feedback.** Customer may provide reasonable feedback to Eleven-X including, but not limited to, suitability, problem reports, suggestions and other information with respect to eXactpark ("**Feedback**"). Customer hereby grants to Eleven-X a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into eXactpark and any other Eleven-X products or services, or for any other purposes, any Feedback provided by Customer or its Users.
- 9.4 **Interference.** Customer's agents, employees, and representatives may not interfere with eXactpark in a way as to impair the quality of service provided by Eleven-X to its customers. Notwithstanding this prohibition, upon discovery of interference by either Eleven-X or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, employee, or representative to cease the act(s) constituting the interference. Eleven-X, upon notice to Customer, may suspend or terminate eXactpark to Customer and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, employee or representative.
- 9.5 **Restrictions on Use.** Customer will not knowingly, after making such inquiries as a reasonable person in Customer's position would undertake, use or permit others to use eXactpark or backend API's or any portion thereof in isolation or with any other software, digital product, or data in a manner that in Eleven-X's judgment, acting reasonably, interferes with, degrades or adversely affects any software, system, network or data used by any person including Eleven-X or its partners or otherwise has a detrimental effect upon eXactpark, Eleven-X or any of their respective customers or products or services, and Customer will immediately cease any such activity upon Eleven-X delivering notice of same to Customer. Further, Customer will not use or permit others to use eXactpark to: (a) commit a crime, or for any tortious purpose;



and (b) will not resell or otherwise make or attempt to make available to third parties the right(s) to access eXactpark granted under this Agreement.

- 9.6 **Modifications to Devices.** Customer shall not make any modification to a Device that could reasonably be expected to impact eXactpark or other Devices on the Network. In the event that the Customer does modify a Device, Customer shall immediately notify Eleven-X of the modifications made to such Device in sufficient detail to enable Eleven-X to determine if it must terminate access to the Network by that Device to avoid potential damage or any other adverse impact on the Network or other Devices on the Network, or otherwise have an adverse impact on Eleven-X, its partners, customers or the public.
- 9.7 **Personal Information.** Customer (a) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer's possession or under Customer's control that relates to a User's use of eXactpark including, without limitation, location information; (b) will implement administrative, physical, and technical safeguards to protect the same; (c) will maintain an up-to-date privacy policy that fully explains (i) what information it collects about its employees, (ii) how it uses that information, (iii) how it secures that information, and (iv) to whom it discloses that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within Canada, as well as with applicable data protection and privacy laws and regulations. Customer hereby represents and warrants to, and covenants with Eleven-X that Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Eleven-X to provide eXactpark, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to Eleven-X and to or from all applicable third parties.
- 9.8 **Other Obligations.** In addition to its other obligations contained herein, Customer shall:
- (a) provide commercially reasonable information and assistance to Eleven-X to enable Eleven-X to deliver eXactpark;
 - (b) be responsible for procuring, installing, operating, supporting and maintaining Customer's systems, including computer hardware and software, including browsers, necessary for Customer to access and use eXactpark (the minimum requirements of which are as stipulated in the Documentation);
 - (c) use eXactpark for the purposes set forth in and in accordance with the terms of the Agreement and the Documentation, and for no other purposes;
 - (d) comply, at all times, with all applicable legal and regulatory requirements in respect of the use of eXactpark; and
 - (e) maintain the Devices in accordance with the Documentation.

10. CONFIDENTIAL INFORMATION

- 10.1 **Confidentiality Obligations.** The receiving party undertakes not to disclose any Confidential Information disclosed to it by the other party to any third party other than its responsible employees and contractors who require such disclosure for the proper performance of their duties hereunder, nor use Confidential Information received hereunder for any purpose other than in connection with the activities contemplated



by this Agreement. The receiving party undertakes to take all reasonable steps to minimize the risk of disclosure of such Confidential Information by employees and others, including without limitation, ensuring that its employees and contractors are bound by obligations regarding the use and protection of Confidential Information that are no less restrictive than the terms of this Section 10.

- 10.2 Exclusions. Confidential Information does not include any information or materials which the receiving party can demonstrate: (i) is or becomes available to the public through no breach of the receiving party or its employees or contractors of this Agreement; (ii) before its disclosure hereunder, was known to the receiving party without any obligation or duty to hold it in confidence; (iii) is received from a third party who is not bound by an obligation or duty to maintain such information or materials in confidence; (iv) is independently developed by the receiving party without the use or reference to Confidential Information received from the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such authorization and without any disassembly, reverse engineering, or similar undertaking by the receiving party.
- 10.3 Required Disclosure. If the receiving party is required by law or regulation to disclose Confidential Information of the disclosing party, the receiving party may do so, but only to the extent and for the purposes of such required disclosure, and only if the receiving party first promptly notifies in writing the disclosing party of the requirement for such disclosure and cooperates with the disclosing party, at the disclosing party's expense, in any efforts by the disclosing party to seek a protective order regarding such proposed disclosure.
- 10.4 Confidentiality Period. These restrictions shall apply for three years following the expiry or termination of this Agreement, and in the case of trade secrets shall apply for so long as the Confidential Information in question remains a trade secret.

11. TERM AND TERMINATION

- 11.1 Initial Subscription Term and Renewals. This Agreement shall come into effect on the Subscription Commencement Date specified in the Quote. Except in the case of a Quote for an evaluation of eXactpark only, which shall terminate upon the expiry of the Evaluation Term, this Agreement shall remain in effect for the period specified in the Quote as the Initial Subscription Term (the "**Initial Subscription Term**"). The Initial Subscription Term will be automatically renewed for the period specified in the Quote as the Renewal Subscription Term (the "**Renewal Subscription Term**") on the same terms and conditions as those contained herein, unless either party gives to the other party written notice of termination at least thirty (30) days prior to the end of the Initial Subscription Term or a Renewal Subscription Term. The Initial Subscription Term together with any Renewal Subscription Terms are collectively referred to as the "**Subscription Term**".
- 11.2 Termination for Cause. Either party may terminate this Agreement for cause (i) by delivering written notice of termination to the other party if the other party is in material breach of this Agreement and has not cured such breach within thirty (30) days of receipt of written notice of the breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For the purposes hereof, a material breach by the Customer shall include a breach of Section 2.5 and a failure to pay any amounts payable hereunder when due.



- 11.3 **Effect of Termination.** Upon the termination of this Agreement, Customer shall remain liable for all Subscription Fees up to the effective date of termination.
- 11.4 **Survival.** Notwithstanding the termination or expiration of this Agreement, those provisions that by their nature are intended to survive after the Agreement expires or terminates, including without limitation, Sections 1, 2.3(b), 2.6, 6.6, 10, , 14 and 16 shall survive.
- 11.5 **Suspension of Access to eXactpark.** In addition to any other suspension or termination rights of Eleven-X pursuant to this Agreement, extraordinary circumstances may require Eleven-X to suspend or terminate (where appropriate), as determined in Eleven-X's reasonable discretion, Customer's access to and/or use of, or otherwise modify, eXactpark to: (a) prevent material damages to, or material degradation of the integrity of the Network; or (b) comply with any law, regulation, court order, or other governmental order. Eleven-X will notify Customer of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Eleven-X will limit such suspension to that which is minimally required and will promptly restore Customer's access to eXactpark as soon as the event giving rise to the suspension has been addressed (including by Customer agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Customer: (i) all fees related to the use of eXactpark, or other suspended services shall be waived for the duration of the suspension and any such waived fees which have been pre-paid shall be refunded to Customer; and (ii) in the event of a termination in connection with this Section 11.5, Customer shall receive a refund of any and all prepaid fees applicable to the remainder of the then-current Subscription Term.
12. **[INTENTIONALLY DELETED]**
13. **WARRANTIES AND DISCLAIMERS**
- 13.1 **eXactpark Warranty.** Eleven-X warrants that during the Subscription Term: (a) the Network, Network Services and the Software Services will operate substantially in accordance with, and have the functions set out in, the Documentation; and (b) the Software Services will not contain any Malicious Code. Eleven-X does not warrant that eXactpark is free from defects or that the operation of eXactpark will be uninterrupted or error-free.
- 13.2 **Hardware Warranty.**
- (a) ***Eleven-X Devices.*** Eleven-X hereby warrants that the Eleven-X Devices will operate in accordance with the Documentation for twelve (12) months from the date of delivery to Customer (the "**Warranty Period**"). During the Warranty Period, Eleven-X shall repair or replace, at its option, any Eleven-X Device that fails to operate in accordance with the Documentation. In order to obtain the benefit of this warranty, Customer must provide notice to Eleven-X using the support contact information provided by Eleven-X. If Eleven-x determines that the defect is the result of something for which Eleven-X excludes responsibility under the Documentation, then Eleven-X will notify Customer of this determination and Customer may request Eleven-X to repair the Eleven-X Device(s) on a time and materials basis. This section sets out Customer's sole remedy, and Eleven-X's sole obligations and liabilities for a breach of the warranty.



- (b) *Third Party Products Warranty Pass-Through.* Eleven-X will use commercially reasonable efforts to make available for the benefit of Customer any warranties provided by third party suppliers of the Third Party Products. Eleven-X shall manage third party warranty claims, under the above process for the Customer at no cost and use commercially reasonable efforts to transfer all right and interest in any warranties on Third Party Products to Customer. In the event the supplier of the Third Party Product declines the warranty claim by Customer, Eleven-X will provide a quote to Customer for the repair or replacement of the Third Party Product.

13.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET OUT HEREIN, ELEVEN-X DOES NOT MAKE OR PROVIDE ANY WARRANTIES, CONDITIONS, ENDORSEMENTS, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE.

13.4 Internet Connectivity Disclaimer. Eleven-X makes eXactpark available for access in part via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access eXactpark over the Internet. Customer is responsible for and shall ensure that Customer's computer equipment and an internet connection meets the minimum specifications published by Eleven-X in the Documentation and updated from time to time on Eleven-X's website, and Customer shall periodically update Customer's computer equipment and/or Internet connection to meet such minimum specifications. Customer hereby acknowledges that eXactpark may be interrupted due to (a) website downtime for scheduled maintenance at Eleven-X's sole discretion, or (b) interruptions in Internet connectivity or other website downtime caused by circumstances beyond Eleven-X's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, or delays involving hardware or software not within Eleven-X's control or network intrusions. Customer hereby acknowledges and agrees that Eleven-X shall not, in any way, be liable for, or have responsibility with respect to, any such service interruptions and releases Eleven-X from any claims relating thereto.

14. LIMITATION ON LIABILITY

The limitation of liability in Section 9 of the Professional Services Agreement shall apply to all claims for damages and other liabilities under these Terms and Conditions.

15. ASSIGNMENT

Section 11B of the Professional Services Agreement applies to the assignment of the Professional Services Agreement and these Terms and Conditions.

16. GENERAL

16.1 Publicity. Section 12C of the Professional Services Agreement applies to Eleven-X's right to make announcements, press releases, publications, presentations and other public statements regarding the Professional Services Agreement.



- 16.2 Export Restrictions: US Government Licenses. Customer hereby represents and warrants that Customer is not located in, under the control of, and is not a national or resident of, any country to which the export of the Software Service or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. Customer shall comply with the export laws and regulations of Canada and the United States that are applicable to the Software Service and related information and Customer shall comply with any local laws and/or regulations in Customer's jurisdiction that may impact Customer's right to export, import, or use the Software Service or related information, and Customer represents and warrants that Customer has complied with any such applicable laws and/or regulations. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if Customer is an agency of the government of the United States of America, then Customer's rights in respect of the Software Service and Documentation shall not exceed the rights provided under this Agreement, unless expressly agreed upon by Eleven-X in a written agreement between Customer and Eleven-X.
- 16.3 Force Majeure. Either party's performance of its obligations hereunder (except for the Customer's obligation to pay any amount due and payable hereunder at the time of the occurrence of the force majeure event) may be impeded by events outside of such party's reasonable control (a "**Force Majeure Event**"), including acts of God, floods, fires, hurricanes, earthquakes, acts of war or terrorism, epidemics and pandemics, or labour actions (other than strikes or other labour actions by the party's own employees), or for any of the foregoing which affect any of Eleven-X's suppliers or contractors and for which no alternate source of supply is available to Eleven-X on commercially reasonable terms. Failure to perform such obligations due to a Force Majeure Event will be excused, provided that the affected party promptly notifies the other party and resumes performance as soon as practicable. In the event Eleven-X is unable to deliver eXactpark as a result of a Force Majeure Event, Customer shall not be obligated to pay Eleven-X for eXactpark for so long as Eleven-X is unable to deliver eXactpark. Notwithstanding the foregoing, if due to a Force Majeure Event the performance of Eleven-X's obligations under this Agreement is delayed or interrupted for longer than sixty (60) days, Customer may terminate this Agreement or any outstanding purchase order then in effect upon written notice to Eleven-X.
- 16.4 [Intentionally deleted.]
- 16.5 Amendments. Except as expressly permitted herein, this Agreement may not be amended except in a written amendment signed by Eleven-X and Customer.
- 16.6 Severability. If any provision or part thereof is determined by a court of competent jurisdiction to be unenforceable, such provision, or part thereof, shall be deemed to be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and shall be binding upon the parties hereto as though such severed provision had not formed part of this Agreement.
- 16.7 No Waiver. No waiver by either party of any breach of any term or condition of the terms and conditions set out herein by the other party shall be deemed to constitute a waiver of any other breach, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder shall be binding upon such party unless expressed in writing and signed by such party.

END OF TERMS AND CONDITIONS



EXHIBIT F

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
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2026 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 7, 2026
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Tuesday, January 6, 2026**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20260002

Superseded General Decision No. CO 20250002

Modification No. 0

Publication Date: 1/6/2026

(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$19.29 to comply with the city's new minimum wage effective January 1st, 2026.

General Decision Number: CO20260002 01/02/2026

Superseded General Decision Number: CO20250002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2026.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2026.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE		
0	01/06/2026		
ASBE0028-001 07/01/2025		RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)		\$36.98	\$16.82
BRCO0007-004 01/01/2024		RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)		\$42.37	\$12.86

BRC0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	\$32.93	\$14.29

ELEC0012-011 09/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	\$35.40	\$16.06

ELEC0068-001 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	\$46.80	\$19.53

ELEC0111-001 03/01/2025	RATES	FRINGES
LINE CONSTRUCTION		
LINE CONSTRUCTION/GROUNDMAN	\$27.39	21.25%+8.50
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	\$44.27	21.25%+8.50
LINEMAN GAS FITTER/WELDER	\$61.46	24.25%+8.50

ELEC0111-007 01/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	\$31.75	\$13.25

ELEC0113-002 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	\$48.70	\$18.47

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20

IRON0024-003 11/01/2025	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49

IRON 00847 11/01/2025	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65

LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$19.29	\$6.78

PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15

PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17

PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17

PLUM0145-002 07/01/2025	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$41.32	\$16.01

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2025	RATES	FRINGES
SHEET METAL WORKER	\$43.05	\$22.65

TEAM0455-002 05/01/2025	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.96	\$4.87
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$27.59	\$4.87

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$19.29	\$**
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$19.29	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$19.29	\$2.85
LABORERS: COMMON	\$19.81	\$2.92
LABORERS: FLAGGER	\$19.29	\$3.80
LABORERS: LANDSCAPE	\$20.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$19.29	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$19.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$20.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$19.29	\$4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Office of the Prevailing Wage Administrator for Supplemental Rates
 Specific to Denver projects: Revision Date 01-06-2026

Classification		Base	Fringe
Laborer	Group 1	\$19.29	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$19.29	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$19.29	\$8.30
	Group 2	\$19.29	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$19.29	\$10.00
	Group 2	\$19.29	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications use.