

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Jones Lang LaSalle Americas, Inc.**, a Maryland Corporation registered to do business in Colorado, whose address is 200 East Randolph Street, Chicago, IL 60601 (“Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in tracking its real estate assets and the Contractor has agreed to provide the hosted solution, through a third party solution it is authorized to license, services and other deliverables under the terms and conditions as set out below; and

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

- 1. DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1. “**Acceptance**” means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.
 - 1.2. “**Acceptance Certificate**” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.
 - 1.3. “**Acceptance Criteria**” means functionality and performance requirements determined by the City and set forth on the Order Form for the applicable Product or Service, based upon

the Specifications, which must be satisfied prior to the City's Acceptance of a Deliverable, or the System. The City and Contractor shall agree upon written Acceptance Criteria in the Order Form for the applicable Product or Service.

- 1.4. "**Acceptance Date**" means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.
- 1.5. "**Acceptance Test**" means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6. "**City Data**" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement. City Data also includes Confidential Information disclosed to Contractor.
- 1.7. "**Confidential Information**" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use

of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed. The Parties agree that City shall not provide to Contractor any PII, PHI, PCI, federal or state tax information (“Tax Information”), Criminal Justice Information (CJI) under this Agreement.

- 1.8. **“CORa”** means the Colorado Open Records Act, §§ 24-72-200.1, *et seq.*, C.R.S.
- 1.9. **“Data Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, or destruction of any Confidential Information of the City. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or the City information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City system hardware, firmware, or software characteristics without the City’s knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data, or the ability of the City to access City Data.
- 1.10. **“Deliverable”** means the Products or Services described in an Order Form to be provided to the City by Contractor that is intended to be delivered to the City by Contractor under this Agreement.
- 1.11. **“Documentation”** means, collectively: (a) all materials published or otherwise made available to the City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation,” “Proof of Concept” or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor subject to the terms of this Agreement.

- 1.12. **“Effective Date”** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an Order Form or similar exhibit.
- 1.13. **“Equipment”** means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.
- 1.14. **“Error”** means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.
- 1.15. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.16. **“Product(s)”** means Equipment, and supplies purchased by City and delivered, or to be delivered, pursuant to an Order Form.
- 1.17. **“Services”** means Contractor’s computing solutions and professional services, provided to the City pursuant to this Agreement, that provide the functionality and/or produce the results described herein.
- 1.18. **“Service Level Agreement(s)”** mean the provisions set forth on Exhibit D attached hereto, which are incorporated into this Agreement by this reference.
- 1.19. **“Specifications”** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.
- 1.20. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of Service and who will access the City Confidential Information. For the purposes of clarify,

Archibus and AWS are not considered Subcontractors. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.

- 1.21. **"System"** means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.
- 1.22. **"Third Party"** means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.
- 1.23. **"Third-Party Host"** means the entity where the physical location of the server(s) of the Contractor's software resides.

2. **RIGHTS AND LICENSE IN AND TO DATA**

- 2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2. All City Data created and/or processed by the Service is and shall remain the property of the City and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the City Data without the express written permission of the City and may not include Protected Information.
- 2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4. The City retains the right to use the Service to access and export a copy of City's Data at any time during the term of this Agreement at its sole discretion.
- 2.5. **Work Product.** City is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Customer, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by Contractor; (ii) Contractor's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers whether prior to or after the Effective Date (collectively, "Contractor Materials"). JLL hereby grants City a non-

exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any Contractor Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.

Third Party Products: Contractor is reselling to City third-party products, software, technology, platforms and services that have been purchased or licensed by Contractor, and Contractor's Services may directly relate third party software or products purchased or licensed by City ("Third-Party Products"). Contractor does not make any warranties, express or implied, statutory or otherwise, with respect to such Third-Party Products; however JLL shall pass through to City any applicable warranties related to such products or services. Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to such Third-Party Products, the Archibus EULA is attached to this Agreement as Exhibit C. City is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of Customer's networks. Contractor shall have no liability with respect to City's cybersecurity, network access or any of the Third-Party Products.

3. DATA PRIVACY

- 3.1. Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.
- 3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data such Contractor Staff have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and

Contractor Staff possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.

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

4. DATA SECURITY AND INTEGRITY

- 4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data.
- 4.2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall ensure that any first party underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following for any Contractor systems used to host City Confidential Information:
- 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
- 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

- 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 4.4.5. Promptly report all known Data Incidents related to Contractor' Services, including Data Incidents that result in unauthorized disclosure or loss of data integrity.
 - 4.4.6. Not perform any of the practices listed at CISA's Bad practices list located at <https://www.cisa.gov/BadPractices> .
- 4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.
- 4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Contractor Data Incident related to systems under to store City Confidential Information:
- 4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
 - 4.6.2. Vulnerability scans of Contractor's systems and facilities, in accordance with Contractor's existing policies, to include public facing websites, that are used in any way to deliver Services under this Agreement. Contractor will provide attestation of completed scans and notice of any identified issues that have been resolved;
 - 4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

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

- 5.1. Except as otherwise expressly prohibited by law, Contractor will:
- 5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

- 5.1.2. Consult with the City regarding its response;
 - 5.1.3. Cooperate with the City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
 - 5.1.4. Upon request, provide the City with a copy of its response.
- 5.2. If the City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the City will promptly provide a copy to Contractor. Contractor will supply the City with copies of data required for the City to respond within forty-eight (48) hours after receipt of copy from the City and will cooperate with the City's reasonable requests in connection with its response.

6. DATA INCIDENT RESPONSE

- ~~6.1.~~ Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Contractor related Data Incident, it shall notify the City promptly and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City.
- 6.2. Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data under Contractor custody or control, unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to the City promptly upon confirmation of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

7. DATA RETENTION AND DISPOSAL

- 7.1. Using appropriate and reliable storage media, Contractor will regularly backup data and retain such backup copies consistent with its data retention policies.
- 7.2. At the termination or expiration of the Agreement, Contractor will export copies of City Data under Contractor custody or control.
- 7.3. At City's expense, Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the City

indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All services related to such transition shall be performed at current hourly rates that would be paid for the Services in this Agreement. Excluding any Third Party Products, Contractor will use commercially reasonable efforts to extend the Agreement monthly if City requests additional time after the termination or expiration of the Agreement to effectuate the transition and the City shall pay a proration of the subscription fee.
- 8.2. Upon the expiration or termination of this Agreement, Contractor shall return City Data provided to Contractor in a common and readily usable format if requested by the City or if request in writing destroy City Data and certify to the City that it has done so, as directed by the City. If Contractor is prevented by law or regulation from returning or destroying Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Confidential Information. To the extent that Contractor is requested to perform any services beyond the return of the City's Data in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement and paid for by the City, applying Contractor's then-current rates for daily/hourly work, as the case may be.

9. SERVICE LEVEL AGREEMENTS; INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE. See Exhibit A .

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

11. WARRANTIES, REPRESENTATIONS AND COVENANTS. Contractor represents and warrants that:

- 11.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from material deficiencies and defects in materials, workmanship, design and/or performance when provided to City during the Term of this Agreement;
- 11.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 11.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the Services and Work Product free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;
- 11.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any Services and Work Product infringes, violates or misappropriates any Third-Party rights; or (ii) adversely affecting any Services and Work Product or supplier's ability to perform its obligations hereunder;
- 11.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;
- 11.6. The Services and Work Product as provided to City will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor's obligations for breach of the Services warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, the City may, in its sole discretion, either extend the time for Contractor to cure the

breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor for such non-conforming Services under this Agreement.

- 11.7. **Disabling Code Warranty.** Contractor represents, warrants and agrees to use best industry practices to ensure that the Services do not contain when receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to the City, to: (a) restore and/or reconstruct all City Data lost by the City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.
- 11.8. **Third-Party Warranties and Indemnities.** Contractor will flow-down to the City all Third-Party warranties and indemnities that Contractor receives in connection with any Third Party Products provided to the City. Contractor agrees to assist and facilitate City to enforce those warranties and indemnities on behalf of the City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 11.9. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.
- 11.10. Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

12. CONFIDENTIALITY

- 12.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data is publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor and City shall provide for the security of all

Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines.

12.2. The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However, (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

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

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

lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. .

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

- 14.1. Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to provide the Services listed on **Exhibit A** and perform the technology related services described on attached **Exhibit A** (the “Statement of Work” or “SOW”). The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product (“Follow-Up SOW”) will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.
- 14.2. As the Manager directs, Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on **Exhibit A** to the City’s satisfaction.
- 14.3. Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
- 14.4. Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 14.5. Identity Management. The City’s Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City’s services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

15. DELIVERY AND ACCEPTANCE

- 15.1. Right to Perform Acceptance Testing. Prior to accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, if any, set forth on the applicable Order Form or Statement of Work.

Contractor shall cooperate with the City in the development of Acceptance Criteria that shall be codified in the applicable Order Form or Statement of Work that will set forth the location, date, and other specifications of the Acceptance Testing, if any. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

- 15.2. After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within thirty (30) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency.
- 15.3. If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.
- 15.4. If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.
- 15.5. The foregoing procedure will be repeated until the City accepts or finally rejects the Deliverable, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.
- 15.6. If the City is not satisfied with Contractor's performance of the technology related services described in the Statement of Work, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. If City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

15.7. Contractor warrants that during the term of this Agreement that the Service and any associated components will not materially diminish during the subscription Term.

16. TERM. The term of the Agreement is from the date of the last signature and will continue for a period of three (3) years unless otherwise terminated (the “Term”). At least six (6) months prior to the end of the Term, the parties will meet and confer to determine whether to renew this Agreement and Term the Parties shall adjust the pricing based upon the City’s actual or anticipated usage.

17. COMPENSATION AND PAYMENT

17.1. Fee: The fee for the Services and technology related services is described in **Exhibit A** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance.

17.2. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).

17.3. Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance, which is net 35 days from receipt of an invoice.

17.4. Maximum Agreement Liability:

17.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED TWENTY THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND ZERO CENTS (\$820,464.00)** (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.

17.4.2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal

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

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

19. TERMINATION

19.1. The City has the right to terminate the Agreement under the Agreement with cause upon written notice and failure to cure within 10 days, effective immediately, and without cause upon sixty (60) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager. The City may terminate a Third Party Product under the Agreement with cause or for convenience in accordance with the Third Party Product EULA. The Contractor has the right to terminate the Agreement with cause upon written notice and failure to cure within 10 days, effective immediately.

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

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

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

to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information upon reasonable prior notice of at least 10 days and during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

21. INSURANCE

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

Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 21.2. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit E, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 21.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 21.4. Waiver of Subrogation: [Intentionally Omitted]
- 21.5. Subcontractors and Subconsultants: Contractor shall confirm and document that all Subcontractors (as defined) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 21.6. 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 of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 21.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

21.9. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, and privacy liability coverage with minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

22. DEFENSE AND INDEMNIFICATION

22.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands brought by third party for damages to persons or property to the extent 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 resulting from the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any negligent acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except to the extent arising from for the negligence or willful misconduct of City.

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

22.3. Contractor will defend any and all Claims which may be brought or threatened against City under 22.1 and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

22.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation.

Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

22.6. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim brought by a third party that any Service, software, or Work Product provided by Contractor under this Agreement, or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other third party intellectual property right.

22.7. **LIMITATIONS ON LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY, A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JLL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE GREATER OF ONE MILLION OR FEES PAID OR PAYABLE BY CITY TO CONTRACTOR FOR THE PRODUCTS AND SERVICES PROVIDED IN THE YEAR IN WHICH THE CLAIM OCCURS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY

23. **TAXES, CHARGES AND PENALTIES.** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

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

25. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

26. SEVERABILITY. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

27. CONFLICT OF INTEREST

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

27.2. Contractor shall not engage in any transaction, activity or conduct that would result in a direct or material conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential material conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

28. NOTICES. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via

United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

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

Contractor:
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street, Chicago, IL 60601
Attn: JLLT General Counsel
With copy to: JLLTLegal@am.jll.com

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

29. DISPUTES. All disputes between the City and Contractor arising out of or regarding the Agreement may be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

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

of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

- 31. 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.
- 32. LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- 33. NO CONSTRUCTION AGAINST DRAFTING PARTY.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- 34. ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the Exhibits, the language of the Agreement controls.
- 35. SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any Exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- 36. FORCE MAJEURE.** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
- 37. PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 38. CITY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver and Contractor.
- 39. COUNTERPARTS OF THIS AGREEMENT.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of 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.
- 41. ADVERTISING AND PUBLIC DISCLOSURE.** Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any public (external) oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City.

Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

- 42. ON-LINE AGREEMENT DISCLAIMER.** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement or the SOW.
- 43. PROHIBITED TERMS.** Any term included in this Agreement that requires the City to indemnify or hold Contractor or any other third party harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; requires venue and jurisdiction outside of the Colorado; requires payment for any obligation where there has not been an appropriation or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.
- 44. ON-CALL SERVICES.** The City may authorize specific assignments for Contractor by placing a written work order signed by the Manager and Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided or as a flat rate. Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect Contractor's services. Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

ATTACHED EXHIBITS

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - OPTIONAL ARCHIBUS APPLICATIONS

EXHIBIT C - ARCHIBUS EULA

EXHIBIT D - HOSTING SLA

EXHIBIT E - CERTIFICATE OF INSURANCE

Contract Control Number: TECHS-202262162-00
Contractor Name: JONES LANG LASALLE AMERICAS INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202262162-00
JONES LANG LASALLE AMERICAS INC

By: DocuSigned by:
Scott Williamson
93B10A91986544C...

Name: Scott williamson
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A



Statement of Work for Archibus Software, Implementation and Support

Prepared for City and County of Denver

April 14, 2022

Statement of Work for City and County of Denver

April 14, 2022

Chris Todd
Chief Technology Officer
City and County of Denver
201 W. Colfax Ave.
CCD, CO 80202
Christopher.Todd@denvergov.org

Dear Chris;

I'm please to present a formal proposal for implementing the Archibus solution for the City and County of Denver. This statement of work includes acquisition of the Archibus software, JLL hosting of the software, the implementation services need to deploy the Archibus solution, and ongoing support and sustainment of the solution.

As a fully certified reseller and the leading implementer of the full suite of products, JLL can act as a one-stop-shop for all of your software acquisition, design, implementation, support and maintenance needs - just as we have done for hundreds of organizations just like City and County of Denver.

It is our understanding that the goal of this statement of work is to implement the Archibus solution for City and County of Denver. This SOW represents our recommended solution and implementation approach for achieving these goals and objectives.

Jeffrey Fara



Sr. Director Sales, JLL Technologies

925-765-9739

jeffrey.fara@am.jll.com

Statement of Work for City and County of Denver

Table of Contents

Statement of Work Introduction	5
Deliverables	8
Deliverable – ARCHIBUS Software Procurement	8
Deliverable – ARCHIBUS Term Renewal	9
Deliverable – ARCHIBUS Project Management.....	10
Deliverable – ARCHIBUS IWMS Drawing Standardization and Clean-up	13
Deliverable – ARCHIBUS Pre-Design Archibus Immersion Sessions	15
Deliverable – ARCHIBUS Solution Design Consulting.....	16
Deliverable – ARCHIBUS Solution Design and Documentation	18
Deliverable – ARCHIBUS Application Configuration.....	19
Deliverable – ARCHIBUS Application Development.....	20
Deliverable – ARCHIBUS Interface for Data Exchange	21
Deliverable – ARCHIBUS Quality Control Testing and Defect Resolution.....	23
Deliverable – ARCHIBUS Environment Setup	24
Deliverable – ARCHIBUS Internal System Testing and Quality Assurance.....	25
Deliverable – CCD User Acceptance Testing and Defect Resolution	26
Deliverable – ARCHIBUS Deployment to Production	28
Deliverable – ARCHIBUS Data Migration Plan	29
Deliverable – ARCHIBUS Data Migration Build and Deployment	31
Deliverable – ARCHIBUS Prepare Training Documentation.....	34
Deliverable – ARCHIBUS Train-the-Trainer Classes	35
Deliverable – ARCHIBUS System Administrator Training.....	36
Deliverable – ARCHIBUS Hypercare	37
Deliverable – ARCHIBUS JLL Technical Support Maintenance	38
Deliverable – ARCHIBUS Hosting – Base Application Hosting.....	41
Assumptions	43
Assumptions – ARCHIBUS Enterprise Software Licensing	43
Schedule	44
Pricing	46
Acceptance	48
Appendix.....	49
Resourcing.....	50

Statement of Work Introduction

This Statement of Work (“SOW”) defines the scope of work that will be performed by JLL (hereafter known as JLL) on this phase of the project. This SOW will be governed by the Professional Services Agreement, dated [], 2022, between Jones Lang LaSalle Americas, Inc. and [] (“Agreement”). The scope of services defined and described below in this SOW is between JLL and City and County of Denver (hereafter known as CCD) to define scope and the related fees payable by CCD to JLL under this phase only. This SOW supersedes any prior written or oral communications related to the scope of this project or any fees/costs associated with this project.

Statement of Work Format

Project engagements such as these require strong collaboration between JLL and CCD. This Statement of Work describes the methodology and approach for the project, followed by a description of deliverables and activities, followed by assumptions, and finally the pricing and acceptance sections.

Term

Statement of Work Effective Date: Effective Date of the Agreement

The term of this SOW will begin on the SOW Effective Date and continue until the termination date of the Agreement

Project Overview

State and Local Governments need flexible and scalable CRE solutions; Archibus’ modular and integrated off-the-shelf structure comes with an extensive offering of applications that provides organizations the necessary means to be agile with their portfolio management. Easily scalable for government organizations such as CCD, users only need to acquire and implement the functionality they currently require, ultimately maximizing ROI as the organization grows.

Integral to the Archibus platform are robust and configurable industry best-practice business workflows. These workflows, coupled with JLLT’s CRE knowledge and existing CCD business processes, ensures delivery of an operable system that will meet CCD’s requirements now, with the ability to evolve into the future to meet the needs of yet-to-emerge local operating models.

Archibus can be deployed in varying formats; based on CCD’s requirements, JLLT is recommending a JLLT Hosted Archibus Enterprise solution. This option provides the desired cloud-based environment, while facilitating the configurations and integrations outlined by CCD. In addition, our hosting model offers system scalability necessary for growing deployments, whereby our hosting architecture is designed for optimal system performance regardless the number of users.

As a true web-based system, Archibus can be accessed via multiple interfaces, including web browser and mobile application (phones or tablets). This flexibility in system access is paralleled with user roles to enhance the overall user experience. By ensuring users only have access to what matters most, Archibus can simplify the workday so employees can focus on other important tasks.

Offering powerful out of the box reports throughout, Archibus provides users with the necessary metrics to understand portfolio performance. In addition, users can readily create their own custom reports utilizing Archibus' extensive report writing tools; these reports can be ad-hoc or saved in the system for continued access.

Lastly, Archibus' open architecture and integration tools provide a high capability to integrate the IWMS platform to a variety of third-party tools to meet client's diverse needs. Over our twenty plus years our team has integrated Archibus with a wide spectrum of technologies including: ERP, SSO, BAS Systems, Energy Management, Security Systems, GIS, BIM, AutoCAD, Data Warehouses, BI Tools, Web Portals and more than 30 operational point solutions for CMMS, Lease Administration, Capital Planning and Project Management. JLLT understands how to construct a successful and maintainable integration.

Project Approach

JLLT is proposing implementing a hosted Archibus Enterprise Solution for CCD. The new solution will be the latest version, V26.3 or newer, and will include applications identified based on CCD's stated requirements. JLLT is recommending a phased approach where phase one includes implementation and configuration of the following Applications: Space, Reservations & Hoteling, and Assets. Phase One will include data migration from your current source systems and integrations to the desired IT system identified by CCD.

Phase Two will include implementation, configuration and data migration of the Real Estate Applications, and the Capital Budgeting & Project Management module plus additional integrations that are required.

Where applicable, JLLT will recommend consolidating solutions to take advantage of the full IWMS functionality that the Archibus Platform offers.

The JLLT project team will be composed of SME's familiar with both state and local government environments and business processes, as well as domain experts who can provide Archibus expertise to the project.

This cloud-based solution will be hosted by Amazon Web Services, reducing CCD's internal IT costs, as well as providing a highly secure, and available, environment managed by JLLT.

Implementation

JLLT employs a proven hybrid implementation methodology based on the Systems Development Life Cycle (SDLC) model with combined elements of Agile Development in the delivery of our solutions. Since 1990, JLLT's methodology has evolved to successfully deliver superior business value to our clients by helping them avoid real or perceived solution failures such as functional alignment, user adoption, and conformity to overall project constraints in the deployment of Commercial-Off-The-Shelf (COTS) applications, as well as in custom application development.

JLLT's approach incorporates best practices culled from many years of experience working with customers and industry partners. Additionally, our methodology is flexible to adapt to specific CCD situations, incorporating principles of Agile Development approaches that have been proven to lower risk, reduce the time to value, uncover solution gaps earlier while promoting early hands-on use, a reduced learning curve, and accelerated user adoption.

JLLT's Hybrid Waterfall/Agile Methodology includes six major phases of activity with a series of tollgates to assure that the goals of each stage are fully satisfied before commencing to the next. These stages are

accompanied by parallel tracks of Project Management and Change Management. The high-level goals of each stage are:

Plan: Gain consensus on business and technical goals and create the formal project delivery framework

Analyze: Determine the system requirements and perform fit/gap analysis against COTS

Design-Build/Test-Release: Perform iterative development of sprint packages and perform review scrums for solutions with testing of packages and continuous user/sponsor reviews

Transition: Perform pilot testing, readiness assessments, and package and deploy solutions for go-live

Sustainment: Provide hyper-care, sustainment, and support enhancements

JLLT is confident that our flexible model enables us to ensure timely deliverables and high quality, mitigating risk to CCD. JLLT's repeatable processes and templates reflect the best-in-class and are used as accelerators in the overall project timeline, reducing development time and providing positive impact to project outcomes.

JLLT is recommending a two-phased project spanning between 6-18 months of implementation:

Phase 1 (Est. 6 - 9 months): Space, Move, Hoteling, Reservation, Assets

- Phase 1A – Space & Facilities Management
- Phase 1B – Reservations and Hoteling
- Phase 1C – Asset Management

Phase 2 (Est. 5 - 7 months): Real Estate Portfolio Management,

- Phase 2A – Real Estate Portfolio
- Phase 2B - Capital Budgeting & Project Management

Deliverables

Deliverable – ARCHIBUS Software Procurement

As a reseller, JLL will provide the ARCHIBUS software itemized in the pricing grid from ARCHIBUS, Inc to CCD. JLL will order, electronically receive, and download the software. JLL will hold and maintain the license files for CCD.

ARCHIBUS documentation is provided online via the ARCHIBUS Help System.

- Web Central Core
- Bundle - Portfolio Management + Lease Administration
- Asset Management
- Space Inventory and Performance
- Personnel and Occupancy
- Enterprise Move Management
- Bundle - Reservations + Hoteling
- Bundle – Capital Budgeting and Project Management
- Performance Metrics Framework
- Smart Client Extension for AutoCAD (2)
- Application Connection Points (ACPs) 10 Concurrent User Package
- Portal Application Connection Points (PACPs) 250 Concurrent User Package

Qualifications/Exclusions

- Software licensing is between CCD and ARCHIBUS, Inc. JLL acts only as a value-added reseller for the ARCHIBUS product line via the attached Archibus EULA.
- For License File changes that do not include a purchase of additional ARCHIBUS software or functionality, CCD will incur a License Redeployment Fee of \$250.00. This includes changing the database platform, reassigning ACP/PACP deployment internally (e.g., unevenly splitting an ACP/PACP configuration for housing on multiple servers), or change in legal ownership of the licensee.
- CCD will be responsible for procuring dependent software licenses for the server and CCD machines, including but not limited to AutoCAD/Revit (optional) and RDBMS (ORACLE, MS SQL Server or required) independent of this ARCHIBUS purchase.

Billing Plan

100 percent of the fee associated with this deliverable will be initiated when JLL places the order for software with ARCHIBUS, Inc.

Deliverable – ARCHIBUS Term Renewal

As a reseller, JLL will provide an ARCHIBUS Annual Term Renewal to CCD. The Annual Term Renewal Program provides participants with new software releases (i.e., upgrades), and hotfix updates (via download) released during the subscription term.

As an ARCHIBUS Annual Term Renewal Program member, you will receive the following from ARCHIBUS:

Upgrades and updates: Receive information on upgrades and updates, allowing you to implement the software when it fits into your project schedule. The subscription program for upgrades and updates lets you accurately plan your software expenditures—all you must budget for is the annual software subscription program fee to receive ARCHIBUS upgrades.

Preview software: Demonstration and beta versions of software from ARCHIBUS and independent developers will be periodically made available.

Local user group notices and/or International ARCHIBUS Users' Conference notification: As an ARCHIBUS Software Subscription Program participant you will receive information on participating in local ARCHIBUS users' groups and the annual International ARCHIBUS Users' Conference.

Qualifications/Exclusions

- Software licensing is between CCD and ARCHIBUS, Inc. JLL acts only as a value-added reseller for the ARCHIBUS product line via the attached Archibus EULA.
- Implementation of upgrades is not included in the ARCHIBUS Annual Term Renewal program. JLL can provide upgrade services under a separate statement of work.
- If CCD is ordering additional software for an existing ARCHIBUS deployment, CCD will only be billed for supplemental costs for the newly licensed products procured under this SOW. Additionally, in order to allow CCD to conveniently manage renewal of the existing ARCHIBUS Annual Software Subscription along with the additional amount for the new product, JLL will prorate the fees for this additional software for the partial year remaining on the original subscription.

Billing Plan

100 percent of the fee associated with the software subscription will be billed when JLL places the order for the software subscription with ARCHIBUS, Inc.

Deliverable – ARCHIBUS Project Management

As a part of this contract, JLL will provide Project Management Services to oversee the execution of the deliverables contained within this scope of work.

- A JLL project manager will manage the timeline, deliverables, and financial components of the project to ensure the timely delivery of items identified as “In scope” within this SOW and all approved change orders.
- A JLL project manager will schedule and facilitate the project kick-off and close-out meetings.
- A JLL project manager will prepare meeting minutes for all scheduled meetings or meetings where key decisions are made that will affect project scope, schedule, or budget.
- JLL will develop, maintain, and adhere to a mutually agreed upon project timeline that incorporates both JLL and CCD tasks into a single accepted document that can be followed through the life cycle of the project.
- A JLL project manager will manage, in conjunction with CCD project manager where applicable, escalations where needed.
- A JLL project manager will aid the CCD project manager in completing CCD required deliverables (e.g., Project Charter, Architecture Diagram, etc.).
- A JLL project manager will ensure that members of the CCD staff are sufficiently educated on the Archibus application to understand the implications of initial design decisions.
- A JLL project manager will provide CCD with timely and detailed descriptions of the items identified as a “City task” within this SOW and the project schedule.
- A JLL project manager will advise CCD of expected completion dates for items identified as “City task” within this SOW and the project schedule.
- A JLL project manager will advise CCD of the impact on the expected delivery dates of “City task” items when prerequisite City tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
- A JLL project manager will monitor the progress of the project and advise CCD of risks to its on-time completion.
- A JLL project manager will coordinate the JLL completion and approval of change orders.
- JLL will utilize Smartsheet so that project plans can be electronically sent and reviewed between companies. The project plan will include the following components:
 - Project tasks
 - Dependencies
 - Scheduled completion dates
 - Project milestone dates
 - Staffing assignments
 - Decisions, Actions, Issues and Risks (DAIR) Log
- The JLL project manager will be the main point of contact for JLL and will make appropriate resources available to the JLL project team as required.

- The JLL project manager will perform quality assurance on any deliverables produced.
- The JLL project manager will provide a bi-weekly (once every two weeks) status report containing the following components:
 - Project status overview including significant accomplishments and milestones
 - Tasks completed during the current reporting period
 - Activities planned for the next reporting period
 - Hours expended during this reporting period and total hours expended by deliverable for Time and Materials deliverables
 - Percentage complete for fixed fee deliverables
- The JLL project manager will participate in a weekly teleconference to review the status of the project with CCD.
- The JLL project manager will participate in a weekly internal teleconference to review the status of the project with the JLL project team.
- The JLL project manager will provide a documented punch list of problems and resolutions for all issues owned by the Service Provider. JLL accomplishes this by tracking and managing the project DAIR (Decisions, Actions, Issues and Risks) log throughout the lifecycle of the project.
- The JLL project manager will take a lead role in tracking and obtaining resolution through the Archibus solution provider for obstacles or problems that are found within the Archibus application.
- The JLL project manager will provide a periodic travel plan during the project to describe the intended dates, affected JLL staff, length of stay, activities, and anticipated costs for the trip.

Qualifications/Exclusions

- CCD will identify a single point of contact to act as Project Manager (PM) to JLL.
- CCD project manager should have a broad-based understanding of the project's goals and objectives.
- JLL also requests that CCD Project Manager be able to schedule all project events with CCD resources.
- CCD will make appropriate resources available to the project team to meet the set objectives.
- CCD will adhere to a mutually agreed upon project timeline that incorporates both JLL and CCD tasks.
- The CCD project manager will ensure the timely delivery of items identified as "City task" within this SOW and the project schedule.
- The CCD project manager will advise the JLL project manager of expected delivery dates for items identified as "City task" within this SOW.
- The CCD project manager will ensure that change orders contain a full specification of the changes required and will coordinate the CCD completion and approval of change orders.
- The CCD project manager will ensure that customizations are fully specified and documented.

- The CCD project manager will ensure that all CCD team members have a clear understanding of their responsibilities to the project.
- CCD project manager will participate in a teleconference to review the status of the project at a set interval as deemed appropriate based on the project (daily, weekly, bi-weekly, etc.).
- CCD will provide timely decision-making regarding alternatives impacting the overall solution.
- The signed JLL deliverable acceptance form will constitute acceptance for fixed fee deliverables. Any future adjustments or changes to the work product(s) will be performed under a change order or a support services agreement.

Billing Plan

Monthly fixed fees for this deliverable will be billed until all project deliverables are completed.

Any additional extensions past the original project or contract timeline will require a change order and a new billing schedule on a monthly fixed fee basis.

Deliverable – ARCHIBUS IWMS Drawing Standardization and Clean-up

JLL will provide drawing standardization and clean-up efforts via the following services:

- JLL will create an AutoCAD Drawing Standards Playbook.
- JLL will apply CAD Standards to drawings as identified by CCD.
- Newly established CCD CAD Standards will be applied to identified drawings. Items to include the following areas and activities:
 - Layer standards (name, color, etc.)
 - Units & scale
 - Drawing basepoint
 - X-refs
 - Purging of unneeded entities
 - Color set to by layer
 - Add, delete, and/or modify room and gross polylines
 - Convert heavy polylines to lightweight polylines
 - Close open p-lines
 - Correct p-line overlaps and gaps
 - Preparation of drawings will be in a basic readiness for use into Archibus

IWMS Drawing Standardization and Clean-up				
ID	Location	Sq. Ft.	Services Rate per Sq. Ft.	Cost
1	Webb Building	528,327	0.05	\$ 24,522.68
2	Minoru Yasui Building - 303 W Colfax Ave.	112,665	0.05	\$ 5,229.43
3	Permit Center - 200 W 14th Ave	55,295	0.05	\$ 2,566.56
4	DHS - Castro, Eastside & A P Taylor	396,123	0.05	\$ 18,386.34
5	2929 Federal Blvd	13,330	0.05	\$ 618.72
6	405 S. Platte River Dr	26,511	0.05	\$ 1,230.53
Totals:		1,132,251		\$52,554.26

Qualifications/Exclusions

- CCD will provide all necessary AutoCAD files.
- AutoCAD files (dwgs) should reflect as-built conditions for increased accuracy. All non as-built layouts/layers should be removed prior to release to JLL
- Drawing Standards documentation shall be in place before any clean-up work takes place.
- Additional floorplans above the number herein will be the responsibility of CCD to implement or authorize under the terms of a Change Order.

Billing Plan

- Fixed Fee billing for this deliverable (determined by percentage of square footage or percentage of drawings connected to the IWMS solution) on a monthly basis.
- Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Pre-Design Archibus Immersion Sessions

The purpose of the Archibus immersion sessions is to familiarize the users with the out-of-the-box system functionality in an effort to provide the basis for the Solution Design Consulting. Understanding how an Archibus system functions out-of-the-box allows for closer mapping of current business processes and best practice, thereby minimizing the potential for unnecessary customizations and/or costly configurations.

JLL will conduct 14 hours of on-site/remote immersion session inclusive of the below functional area (i.e. space management, move management, demand maintenance, preventive maintenance, etc.) that will provide a detailed look at the out-of-the-box Archibus features and functionality:

- Space (4hrs)
- Leases (4hrs)
- Assets (Furniture & Equipment) (2hrs)
- Hoteling and Reservations (4hrs)
- Capital Budgeting and Project Management (4hrs)

In preparation for and prior to the immersion session(s), JLL will set up an out-of-the-box instance of the Archibus Solution for use in the immersion sessions. The Archibus environment will be available for use and reference for 90 days.

JLL will use generic Archibus HQ sample data for immersion session(s).

Qualifications/Exclusions

- It is the responsibility of CCD to provide a facility for CCD project team members. The facility should have appropriate workstations with network connectivity to JLL's hosted servers. Additionally, projection equipment should be available.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Solution Design Consulting

The goal for this deliverable is to provide CCD with an opportunity to share and review their current Archibus-related processes and systems with JLL and colleagues, and to capture the solution requirements for the system being implemented. CCD will share gaps, issues, and pain points with the current processes and systems. JLL will gain an understanding of CCD's current state as well as future goals and objectives to ensure that future scopes of work are well planned to maximize the utilization of the Archibus solution in CCD's environment. Any potential process analysis, alignment, and mapping will be included in this stage. JLL will then proceed to capture the required tasks, configurations, and customizations in order to achieve the desired solution.

Deliverables will include:

- Two JLL ARCHIBUS experts (one (1) Solutions Consultant, one (1) Technical Consultant) will conduct up to 24 days of on-site/remote workshops to collaborate with key CCD stakeholders, subject matter experts (SMEs), and other staff responsible for using and managing existing processes.
- A kick-off conference between JLL and CCD to discuss in further detail the topics and types of information that will be necessary to be covered in the onsite/remote session. This conference call will drive the development of the detailed formal agenda and information checklists for the meetings as required.
- JLL will develop high level checklists for information requirements that need to be prepared by CCD in advance of the planning sessions.
- Technical Requirements Review – JLL will provide an overview of the technical requirements for any system to be implemented. This may include operating system requirements/standards, database requirements/standards, security requirements/standards, process for installation, and acceptance of new systems, etc.
- Review of CCD's existing Archibus systems and related systems (HR, Accounting/Finance, etc.).
- Review of goals and objectives of the Archibus solution.
- The CCD to review the findings from the consulting sessions to ensure that all requirements have been captured accurately. An acceptance step will be required by the CCD prior to solutioning.

JLL will conduct the planning session in accordance with the agenda to gather the necessary information for JLL to start formulating the artifacts needed as part of the solution design. The planning session will generally cover the following topics and will be performed via conference calls and/or on-site meetings:

- Space (8hrs)
- Leases (6hrs)
- Assets (Furniture & Equipment) (4hrs)
- Hoteling and Reservations (6hrs)
- Capital Budgeting and Project Management (8hrs)
- AutoCAD
- Workday Integrations

Qualifications/Exclusions

- The consulting sessions must be orchestrated and controlled by the CCD primary contact(s) as well as JLL to ensure that time is managed effectively and that the interaction among team members is conducive to effective communication.
- In advance of the planning sessions, CCD will provide JLL with any documents developed by the CCD team that are relevant to the topics being discussed (requirements documentation, reference documents, project/department organization chart, project charter, process flow designs, data feeds, etc.)

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Solution Design and Documentation

JLL will create a solution design based on the requirements captured from the Solution Design Consulting engagement. This solution design will then be documented and become the blueprint for all changes that will need to be made to the application in order to satisfy the captured requirements.

JLL will deliver a solution design document detailing the following:

- General description and functionality of the proposed solution for the application(s)
- The overall scope of the work required for the project to be completed
- Description of all necessary application configuration efforts to satisfy requirements from the consulting engagement
- Description of all necessary application customization and development efforts to satisfy requirements from the consulting engagement

A technical document will be produced outlining the proposed changes from the technical standpoint. This document will speak to the details of any net new database objects and application elements (views, reports, etc.) that will be required in order to support the overall solution.

Qualifications/Exclusions

- CCD will review the initial draft of the documentation and provide feedback as specified in the project timeline. If no feedback is given within the timeframe established by the project schedule it will be assumed that all designs and specifications are accepted and approved by CCD and the final draft of document will be delivered by JLL.
- The Solution Design Documentation will be used to instruct and drive the Solution Build phase of the project.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Application Configuration

JLL will configure the system based on the solution design document for the tasks listed below:

- Authorization and Security Management: User access, security settings, and role management.
- Navigation Configuration and Personalization: User navigation, menus, and user configuration.
- Module Access and Setup: Enabling access and configuration of modules and related background data
- Dashboards and Metrics: Configuration of Dashboards, alerts, metrics, and trends.
- Application Administration: Administering SLAs, workflows, publishing, and other administrative background data
- Notification: Email template configuration
- Branding: Configuring color schemes, logos, and splash pages

Qualifications/Exclusions

- The configuration of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the JLL Scheduled rates as per the contract and subject to an approved change order under the change management process.
- Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced, or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution design

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Application Development

JLL will develop and configure the system based on the solution design document.

- JLL will adhere to software development best practices reflected in the coding standards as established by JLL or those that are most consistent with the current software development standards per ARCHIBUS.
- Software development methodology and build review cadence will be determined at the onset of the project based on the type and scope of the project.
- JLL will maintain all development artifacts and subsequent revisions in a source code management system.

Qualifications/Exclusions

- The modification of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the JLL Scheduled Rates as per the contract and subject to an approved change order under the change management process.
- Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution design.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Interface for Data Exchange

JLL will configure the system based on the solution design document to be drafted after project start. High level requirements are noted below:

Interface	Type	Data Flow	Data Transformation	Additional Notes
Workday	API or depending on complexity, could be MuleSoft.	Pulling approximately 20-30 attributes from Workday to ABUS and from ABUS to Workday. Full nightly dump.	Yes. Employee data may need to be re-mapped, trimmed and scrubbed prior to its import into ABUS.	Strict adherence to security protocols from Workday. Dataset may be large. All errors must be logged.
Azure SSO	SAML 2.0	SSL/TLS end-to-end. Default Attributes Provided by IDP include: givenname, surname, emailaddress, name, nameID. Additional attributes can be provided upon request.	CCD response will include Employee Number in the NameID claim to be used for account matching	Vendor information will be required, preferably through federation metadata.
Service Now	API or depending on complexity, could be MuleSoft.	Pulling approximately 10-20 attributes from ABUS to ServiceNow. Full nightly dump.	Yes. Employee data may need to be re-mapped, trimmed and scrubbed prior to its export from ABUS.	Strict adherence to security protocols is necessary. All errors must be logged.

Qualifications/Exclusions

- Additional screens, forms, dashboards, custom reports, and interfaces above and beyond those provided in the solution design document will be handled on an hourly basis per the JLL Scheduled rates as per the contract and subject to an approved change order under the change management process.
- Requirements and interface design will be aligned with the current budget allocation for solution build. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced, or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution design.
- Each interface from the staging (if applicable) and the production environments, will be tested against the CCD's staging (if applicable) and production environments, respectively.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Quality Control Testing and Defect Resolution

JLL will be administering quality control measures at various milestones throughout the development lifecycle. The execution of these quality control efforts can be depicted in the following major initiatives:

- JLL to conduct quality control testing for all elements that have reached completion, and ready for promotion.
- JLL to conduct testing to ensure that the feature set or results are in alignment to what was defined in the solution design document.
- All defects will be resolved and re-tested.
- JLL will declare the solution to have passed its internal quality control before packaging the deliverables to be promoted and deployed unto another environment or workspace.

Qualifications/Exclusions

- Quality control efforts differs from the user acceptance testing in its method, approach, and audience.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Environment Setup

The installation and configuration of the application are typically performed on three (3) environments: internal development, staging, and production:

- JLL will set up three (3) standard Archibus software installation and configuration in JLL Hosted environment.
- JLL will perform application access tests to ensure application accessibility in JLL Hosted environment.

Qualifications/Exclusions

- JLL will configure environments for Internal Development, Test, and Production.
- Installation or configuration of infrastructure-related products are typically the responsibility of the CCD. Installation and configuration of infrastructure products and services are outside of the scope of this deliverable.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Internal System Testing and Quality Assurance

As the build occurs, JLLT performs unit, system, and integration testing offline from CCD in the staging environment while developing end user facing User Acceptance Testing (UAT) Plans.

JLL will conduct system and application testing for deployed environments. The system testing will follow the User Acceptance Testing Plan to ensure operability and readiness for User Acceptance Testing.

- JLL will also include the following items as part of the system testing and quality assurance but may vary based on the type of project and its accompanying services.
 - General Access and Login
 - Click-test on Customized View
 - Focus on Critical Functions/Features
 - Focus on Critical Workflows/Business Processes
- JLL will resolve any defects through corrective measures or acceptable mitigation efforts.
- JLL will deliver an environment that is User Acceptance Testing ready.

Qualifications/Exclusions

- Unless otherwise stated, system testing, and quality assurance will not be performed on custom components developed outside of JLL's scope.

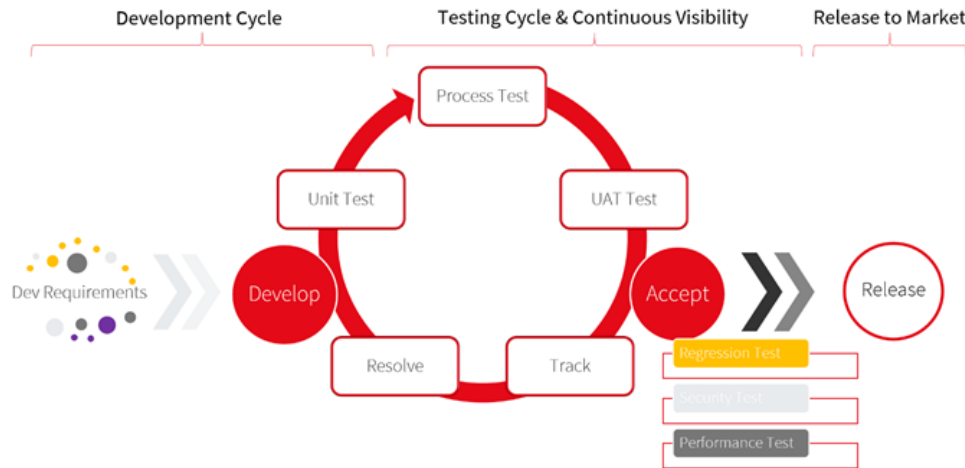
Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – CCD User Acceptance Testing and Defect Resolution

JLL will develop a User Acceptance Testing (UAT) Plan to facilitate the User Acceptance Testing process and ensure that the solution adheres to the deliverables as outlined in the Solution Design Documentation.

CCD will execute UAT with support and facilitation from JLLT. The test plan defines the approach and also helps identify its pass-fail criteria and any corrective action or mitigation efforts. Submitted defects will be resolved and retested before being moved from the Development environment to the Staging and Production environment when the solution is fully deployed. An overview of our complete testing methodology is provided below.



- The test plan will define the approach on how the testing will be conducted. This plan will also help identify key configurations that are outlined in the Solution Design Documentation, its pass-fail criteria, and any corrective actions or mitigation efforts as required. The UAT Plan will include the following sections:
 - UAT definition and approach
 - Definition of items for testing:
 - Functions/Features
 - Workflows/Business Processes
 - Pass-Fail criteria defined by CCD for items identified
 - Action or mitigation from the results of items tested
 - Acceptance criteria qualifications/exclusions defined by CCD
 - Defect tracking methodology and communication
- JLL will execute two rounds of the User Acceptance Testing based on the approved User Acceptance Testing Plan
- JLL will resolve any defects.
- JLL will track and communicate the outcome and actions of all test candidates.

To record, prioritize, and manage the resolution of defects and requested changes to the system, JLLT has standardized on JIRA, a secure Cloud-based solution that is readily accessible to JLLT staff and CCD team members.

JLLT conducts a final review of the build at the end of the cycle to obtain CCD approval to release.

Qualifications/Exclusions

- CCD will review and approve the UAT Plan before testing activities take place.
- It is the expectation that the customer complies in the usage of the tools and standards that accompanies the UAT process as defined by JLL.
- Unless otherwise stated, all out-of-the-box ARCHIBUS features and functionalities outside the scope of the solution design document will not be considered as test candidates against the UAT Plan.
- JLL will separate defects from enhancement requests and record them for future consideration.
- Unless otherwise stated, all UAT will not be performed on custom components developed outside of CCD's scope.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Deployment to Production

JLL will deploy the application and its configuration on the production environment:

- JLL will install the application package and all system modifications into the production environment with the goal of ensuring that the deployment procedures and steps are adhered.
- Following the installation and configuration of the production environment, JLL will perform a basic access and login test to ensure application's readiness.
- JLL will administer a go-live readiness checklist prior to deployment.
- JLL to develop a communication plan for the go-live event.

Qualifications/Exclusions

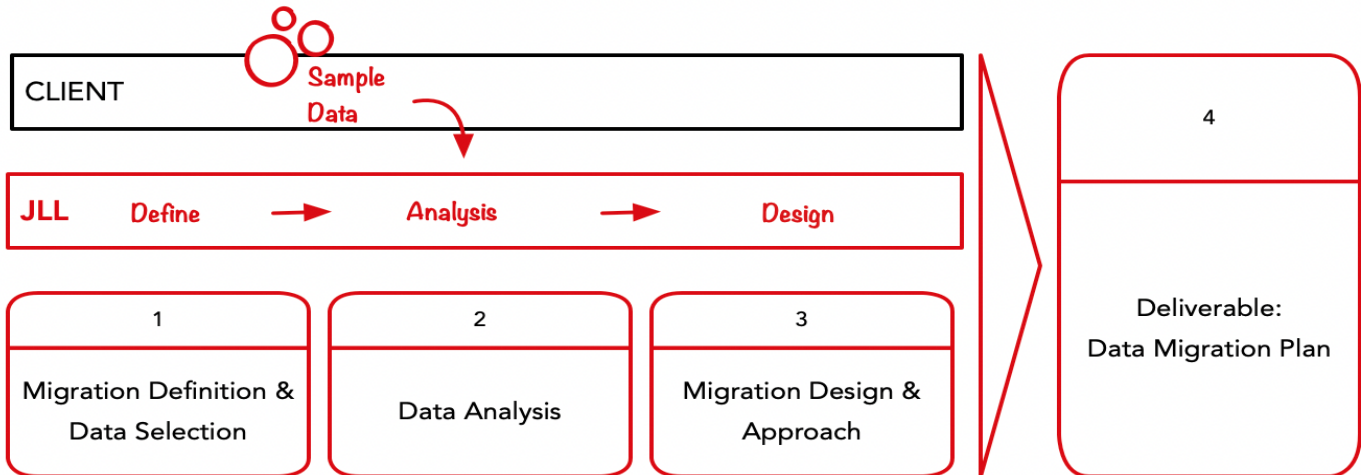
None.

Billing Plan

Fixed fee billing of 100 percent for this deliverable will be initiated upon completion of the deployment in the production environment and written acceptance by the City.

Deliverable – ARCHIBUS Data Migration Plan

The data migration plan will provide the necessary framework to help instruct and support the efforts towards a successful data migration project. This plan will describe the strategy, preparation, and specifications for migrating data from source system(s) to the Archibus system. The following diagram outlines some of the key steps required in the development of this migration plan:



The development of this plan will be supported by the following activities:

- CCD will provide JLL with samples of the source data intended for migration (Excel document format).
- CCD will provide an account of the data sources' architecture and the inter-relationships amongst the data entities of concern.
- If data transformation or additional logic is required as part of the migration, this too will be considered and documented.

JLL will agree to migrate the data from the following areas: (The below list may not include all data types to be migrated. It is representative only)

- Basic Space Information (Sites, Buildings, Floors, Rooms, Room Percentage)
- Space Classification & Categories (Room Categories, Room Types, Room Standards)
- Organizational (Business Units, Divisions, Departments)
- Occupancy Data (Employee, Room Percentages)
- User and Security Data
- Navigation Data
- Asset Standard & Classification (Furniture, Equipment,
- Lease Information (Cost Categories, Amenity Type, Accounts, Companies)
- Hoteling (Hoteling Rooms, Visitors, Resources)
- Reservations (Reservable Rooms, Configurations, Arrangements, Vendors, Trades)

JLL will produce a data migration plan that will address the following:

- Dataset(s) to be migrated.
- Methodology employed for the migration.
- The mapping and data alignment required between the source and the destination.
- The instruction set for additional data normalization if required.
- Data transformation if required.
- Overall approach and journey of the migration from start to finish.

Qualifications/Exclusions

- CCD will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.
- CCD will review and approve the Data Migration Plan prior to the Data Migration Build or any related data migration activities.
- Sample Data Collection:
 - The samples to be collected from CCD will be in a Microsoft Excel document format. Each table should be represented in their own respective worksheet of the Microsoft Excel document.
 - The samples to be collected from CCD are expected to be normalized. The requirements for data normalization include:
 - Eliminate redundant data records
 - Eliminate poor, inconsistent, or incorrect naming convention
 - Target columns that are denoted as unique identifiers must contain unique values
 - Target columns that references another field from another table must have a match
 - Target columns that are not allowed blanks must not contain blanks
 - Data must not exceed the allowable length of the target column
 - Data type must match the declared type of the target column
 - Microsoft Excel is not a relational database and does not enforce referential integrity. JLL will do its best to provide templates with dropdowns and validated fields to ensure the consistency of the data loaded in these spreadsheets, but the inherent limitations of Excel may result in data inconsistencies.
 - It will be CCD's responsibility to resolve any issue with the data provided in the templates in a reasonable amount of time as to not impact the timeline.

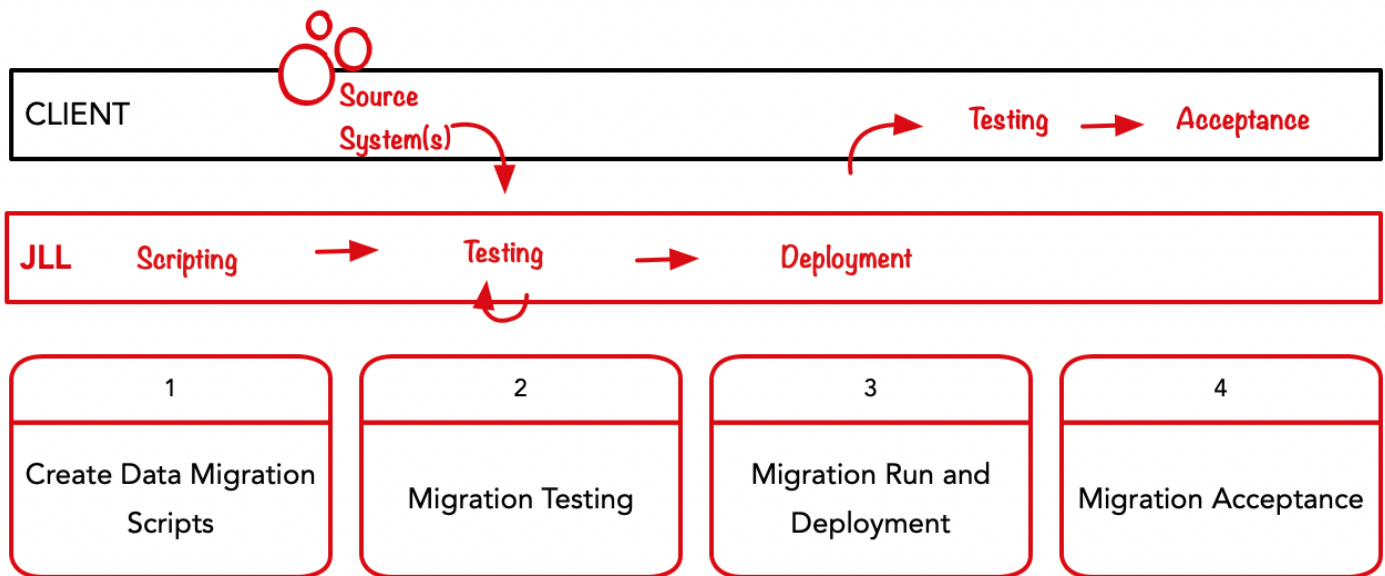
Billing Plan

Fixed fee billing of 100 percent for this deliverable will be initiated upon delivery of the data migration plan and written acceptance by the City.

Deliverable – ARCHIBUS Data Migration Build and Deployment

The data migration scripts will be created based upon the design and approach outlined in the Data Migration Plan. The migration scripts will be ran and tested on the staging environment prior to its deployment on the production environment.

The following diagram outlines some of the key steps in the development of the data migration scripts and its deployment based on the Data Migration Plan:



Data Migration Scripts:

- JLL to produce a set of data migration scripts based on the Data Migration Plan.

Migration Testing

- JLL will execute the migration scripts against the data from the source system(s).
- CCD will provide data from their source system(s) in one of the following acceptable formats:
 - Excel Document Templates
 - CCD will provide the completed Microsoft Excel templates with data that are normalized.
 - Dataset that exceeds 32,000 rows and/or 200 columns must be triaged outside of the Excel Document Template method.
 - Database Method
 - CCD will provide a copy of the database in either Oracle or SQL Server format, in a version that is compatible with JLL's current database infrastructure.
 - ARCHIBUS Connector

- CCD to provide connection information and assist with the connection and access to the source system(s).
- External File Objects
 - CCD to provide the objects, or access to the location where these objects are housed.

Data Migration Run on Staging

- JLL to perform a data migration run on the staging environment
- JLL to conduct internal quality control testing
- JLL to resolve issues identified
- JLL to rerun data migration and re-validate (if required)

Dry Run

- JLL to perform a data migration run on the 26.3 environment
- JLL to conduct User Acceptance Testing
- JLL to resolve issues identified
- JLL to rerun data migration and re-validate (if required)

Production Run

- JLL to perform a data migration run on the production environment
- JLL to perform validation of data migration
- CCD to provide validation and acceptance

Qualifications/Exclusions

- CCD will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.
- JLL is not responsible for the quality of the data. If during the migration process JLL identifies quality issues with the source data provided by CCD, JLL will identify this as a risk for the project and request a decision from CCD on whether the migration should continue or if a remediation plan should be implemented under the change management process.
- CCD agrees not to alter the integrity of the templates provided by JLL as this may result in difficulties when importing the data.
- JLL will be available to support CCD in staging of data and/or manual data entry on a Time and Materials basis.
- If there are business requirements that require updates to the ARCHIBUS database schema, those customizations will be completed during the build phase of the deployment. Only data called out from the Data Migration Plan will be imported or migrated for this deliverable.

- JLL will perform a comparative analysis of the data provided by CCD and the data migrated into Archibus. Counts of records in each table and counts of populated fields will be compared with the quantity of data provided for the migration to ensure that all data migrated successfully.
- Normalization of source system data: Unless stated otherwise in the Data Migration Plan or in the solution design document, it will be CCD 's responsibility to ensure that their data sources, or the delivery of their data, are normalized. The requirements for normalization include:
 - Eliminate redundant data records
 - Eliminate poor, inconsistent, or incorrect naming convention
 - Target columns that are denoted as unique identifiers must contain unique values
 - Target columns that references another field from another table must have a match
 - Target columns that are not allowed blanks must not contain blanks
 - Data must not exceed the allowable length of the target column
 - Data type must match the declared type of the target column
- Any data which cannot be migrated will be provided to CCD with an explanation of the issue for CCD analysis and resolution.
- JLL defines data quality control as the process of ensuring that the data that was migrated from an existing source to Archibus presents at least the same level of quality after the migration has been executed.

Billing Plan

Fixed fee billing of 100 percent for this deliverable will be initiated upon delivery of data migration and written acceptance by the City.

Deliverable – ARCHIBUS Prepare Training Documentation

JLL will document the below functional areas using the out-of-box Archibus Training which will be used by the end-users based on the Solution Design Document.

- The documentation will be made available in Microsoft PowerPoint / Microsoft Word format.
- JLL will provide a sample of the documentation for CCD's review and acceptance prior to the start of documentation.
- The procedures will be written in a step-by-step fashion to walk users through the processes:
 - Portfolio Management + Lease Administration
 - Asset Management
 - Space Inventory and Performance
 - Personnel and Occupancy
 - Enterprise Move Management
 - Reservations + Hoteling
 - Capital Budgeting and Project Management
 - Performance Metrics Framework

Qualifications/Exclusions

- CCD will be responsible for additional document development beyond the procedures and functional areas listed above.
- Documentation is not positioned to address existing out-of-the-box features and functionalities unless stated in the Solution Design Documentation.
- Additional procedure development will require execution of a change order or work release under an existing Statement of Work.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Train-the-Trainer Classes

- JLL will provide examples of the Training Materials to CCD for planning purposes.
- JLL will schedule training classes with CCD.
- JLL will provide a class outline prior to the training sessions.
- JLL will conduct the following Archibus train-the-trainer classes:
 - Archibus Basics: 4 hours
 - Portfolio Management + Lease Administration: 4 hours
 - Asset Management: 4 hours
 - Space Inventory and Performance: 4 hours
 - Personnel and Occupancy: 4 hours
 - Enterprise Move Management: 4 hours
 - Reservations + Hoteling: 8 hours
 - Capital Budgeting and Project Management: 8 hours
 - Performance Metrics Framework: 2 hours
 - Smart Client Extension for AutoCAD: 4 hours

Qualifications/Exclusions

- JLL recommends one trainer for every six (6) users to maintain proper pace during training. JLL can provide an additional trainer for larger class sizes at an additional fee.
- It is the responsibility of CCD to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the JLL trainer. Additionally, projection equipment should be available. It is recommended that each user have a PC for “hands-on” experience.
- This deliverable does not include customer specific documentation

Billing Plan

Deliverable will be invoiced as per the Billing Plan And written acceptance by the City.

Deliverable – ARCHIBUS System Administrator Training

- JLL to schedule training classes with CCD
- JLL will provide a class outline prior to the training sessions.
- JLL will conduct the following Archibus system administrator training classes:
 - Archibus Administration Basics: 8 hours
 - Archibus Administration Advanced: 8 hours

Qualifications/Exclusions

- JLL recommends one trainer for every six (6) users to maintain proper pace during training. JLL can provide an additional trainer for larger class sizes for an additional fee.
- It is the responsibility of CCD to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the JLL trainer. Additionally, projection equipment should be available. It is recommended that each user have a PC for “hands-on” experience.
- This deliverable does not include customer specific documentation.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS Hypercare

JLL will provide 40 hours of support over a two-week time period to users after the Go-Live to make sure that the solution is used as designed and that it supports the business objectives outlined in the solution design document.

- Hypercare will consist of:
 - Resolution of high-priority / emergency defects.
 - Ad-hoc support to primary users to address functionality questions.
 - Scheduled meetings to review concerns and answer questions.

Qualifications/Exclusions

Hypercare will be provided on-site or remotely by phone and WebEx.

Billing Plan

Deliverable will be invoiced as per the Billing Plan and written acceptance by the City.

Deliverable – ARCHIBUS JLL Technical Support Maintenance

JLLT Support Center

Support for the Archibus application is managed via the JLLT Support Center which can be accessed via phone, email, and the web. Online help is also provided by Archibus and updated for each version to include end user and system manager focused topics.

The JLLT Support Center is a dedicated resource to valued customers and our on-site team members. The Support Center is designed to offer help and guidance to JLLT customers on any IWMS application that JLL currently supports. To serve our global clients, we offer two support hubs: US and India. This combination of onsite and offshore team efforts using rotational shifts allows us to provide support no matter where your staff are located.

Our best-in-class Service Level Agreements are presented below. These help us maintain the best quality service and transparent activity reporting for program participants, and our client's currently have a 97% satisfaction rating. All request for phone support will be answered according to JLLT's Service Level Agreements. JLLT's Service Level Agreements are designed to provide an appropriate response based on the severity and criticality of the issue being reported.

SERVICE LEVEL AGREEMENTS FOR TECHNICAL SUPPORT				
	Severity 1 Critical Support	Severity 2 Standard Support	Severity 3 Non-Critical Support	Severity 4 Enhancement Support
Call Back	<15 Minutes	<2 Hours	<4 Hours	<8 Hours
Escalation Path	<ul style="list-style-type: none"> ■ Technical Support Team ■ Software Manufacturer 	<ul style="list-style-type: none"> ■ Technical Support Team ■ Software Manufacturer 	<ul style="list-style-type: none"> ■ Technical Support Team ■ Professional Services Team ■ Software Manufacturer 	<ul style="list-style-type: none"> ■ Technical Support Team ■ Professional Services Team ■ Software Manufacturer
Target Resolution	<8 Hours	<16 Business Hours	<24 Business Hours	<5 Business Days
Examples	<ul style="list-style-type: none"> ■ Server Down ■ System Failure 	<ul style="list-style-type: none"> ■ Cannot Perform Daily Tasks ■ System Bugs ■ Data Integrity Issue 	<ul style="list-style-type: none"> ■ Non-Critical Loss of Functionality ■ Local PC Issues ■ Workaround in Place ■ "How To" Questions 	<ul style="list-style-type: none"> ■ Form and report edits and enhancements

JLL will provide a Technical Support Level Software Maintenance Plan to provide ongoing software, system, and user support for the term of the maintenance plan. As a JLL Technical Support Software Maintenance Plan member you will receive the following ARCHIBUS-related support from JLL:

- Unlimited Phone Support for System Troubleshooting:
 - Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of ARCHIBUS:

- Application server (Apache Tomcat)
- Database server (Oracle or MS SQL server)
- Web Central, Smart Client, and ARCHIBUS Extensions
- Access to JLL's technical support engineers via phone or web to ask questions related to application end use functionality, "How do I..." questions for the following applications:
 - Web Central Core
 - Bundle - Portfolio Management + Lease Administration
 - Asset Management
 - Space Inventory and Performance
 - Personnel and Occupancy
 - Enterprise Move Management
 - Bundle - Reservations + Hoteling
 - Performance Metrics Framework
 - Smart Client Extension for AutoCAD (2)
- Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to integrations with ARCHIBUS:
 - Workday
 - Azure SSO
 - ServiceNow

Qualifications/Exclusions

- Assumes CCD's software is standard out-of-the-box ARCHIBUS or was configured/modified by JLL.
- JLL's standard technical support hours are Monday through Friday, 7:00 am to 7:00 pm Central Time Zone (UTC -06:00):
 - + 1 888 391 9166 / US and Canada
 - + 61 1 800 952 353 / Australia
 - + 44 809 196 4783 / UK
 - Email: support-ds@am.jll.com
- Excludes technical support for customer created programmatic functions including workflow, javascript, xml, and java. JLL offers additional support programs for programmatic technical support, mentoring, and training.
- Excludes technical support for configuration of on-premise server environments. Examples include SSL configuration and Virtual Machine configuration.

- “End use” and “How do I” support is defined as support for ARCHIBUS views and functions available within Smart Client, Web Central, AutoCAD, and Revit (as they relate to the use of ARCHIBUS).

Billing Plan

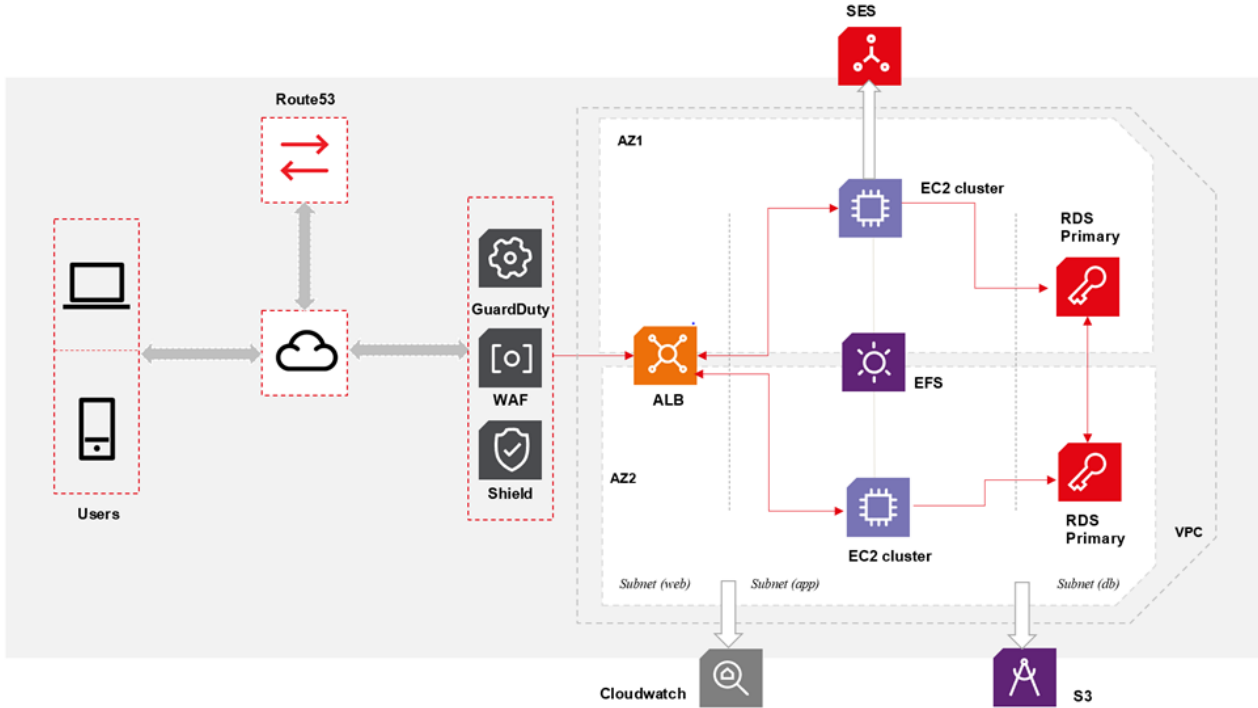
100 percent of the pro-rated/co-termed fee associated with Year 1 JLL Technical Support Maintenance Plan will be billed upon Phase 1 post go-live when the Technical Support Pro-Rated Period kicks off and acceptance by the City.

JLL will pro-rate the support based on the estimated go-live date (roughly 4-6 months depending on estimated implementation timeline) to make sure it aligns with the software subscription renewal date in year 1. Years 2 and 3 will be invoiced for the whole 12 months.

Travel expenses for on-site services are billable to CCD at direct cost and are not included in the Technical Support Maintenance Plan fee.

Deliverable – ARCHIBUS Hosting – Base Application Hosting

Hosting environments are provisioned by JLL and are deployed via Amazon Web Services (AWS). The selected hosting package will contain the following products and services:



Base Packages

Package	Description
Basic Application Hosting	Production/Staging application hosting. Single node application and database servers.

Optional Package add-on items (additional pricing may apply)

Add-on	Description
Additional Database Storage	Our default databases scale up to 1TB of storage capacity. Additional storage beyond 1TB should be included in the pricing at currently defined rates.
Microsoft Windows Deployment ¹	Replace application servers with MS Windows.
SFTP data interchange	Access to our SFTP site to facilitate automated, flat file data exchanges.
SFTP database export	Access to our SFTP site to facilitate automated database exports for use in data warehousing applications.
Reporting Server	A private BIRT reporting server instance.

Qualifications/Exclusions

- JLLT is currently proposing Basic Application Hosting.
- CCD must provide proof of licensing for all hosted applications including ARCHIBUS, AutoCAD, etc. unless otherwise specified by a JLL representative.
- The monthly hosting cost includes Server and Infrastructure Administration services; it does not include ARCHIBUS application administration services.
- No direct access to any hosted servers will be granted. All access will be through ARCHIBUS Web Central only which may include any of the browser, mobile application, web service or Smart Client interfaces.
- Application software to be installed by JLL technicians only. JLL must approve software applications prior to implementation. ARCHIBUS and related technologies CCD published on the current ARCHIBUS Support Matrix are currently approved.
- CCD must maintain an active ARCHIBUS software support agreement directly with JLL.
- ARCHIBUS application and platform "upgrades" are outside the scope of this SoW and would be quoted and billed separately.
- Regarding technical support, CCD acknowledges that, except as expressly provided in this SoW, all support for the Software shall be provided as defined in the Agreement. JLL shall provide support to CCD only with respect to access and availability of the ARCHIBUS Software maintained by JLL pursuant to this SoW.
- Application up-time applies to production servers only and excludes any scheduled maintenance periods.

Billing Plan

- Your hosting is scheduled to renew on an annual basis based on the Effective Date
- Services will be invoiced annually based on your renewal date

Assumptions

Assumptions – ARCHIBUS Enterprise Software Licensing

- Software licensing is between CCD and JLL for ARCHIBUS. JLL acts only as a value-added reseller for the ARCHIBUS product line. Ordering of ARCHIBUS by CCD implies agreement to the Customer Terms for ARCHIBUS.
 - Archibus is a third party Product, as defined in the Agreement.

Assumptions – Archibus Term Based (36 months) Subscription

Archibus Term Licenses Renewals:

- JLL will provide CCD with renewal pricing 120 days prior to their renewal date. CCD has up to 35 days before their renewal date to inform JLL of any licensing changes, or cancellation of renewal via email at support-DS@am.jll.com. **if CCD does not provide notice of renewal at least sixty (60) days before the renewal date, then the subscription licenses will be automatically cancelled** JLL will invoice CCD for renewal period within 30 days of renewal date.

Schedule

Proposed Project Schedule		May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Phase	Deliverable									
Project Management	Project Management									
Solution Design	Pre-Design IWMS Immersion Sessions									
	Solution Design Consulting									
	Solution Design Documentation									
Solution Build	Base Application Configuration									
	Application Development									
	Interfaces for Data Exchange									
	Quality Control Testing & Defect Resolution									
Infrastructure Installation and Configuration	Environment Setup									
Solution Testing & Deployment	Internal System Testing & Quality Assurance at JLL									
	User Acceptance Testing & Defect Resolution									
	Deployment to Production									
Data Population	IWMS Drawing Standardization and Clean-up									
	Data Migration Plan									
	Data Migration Build and Deployment									
Training & Go Live Assistance	Prepare Training Documentation									
	Train the Trainer Training Classes									
	System Administrator Training									
	Hypercare									
Contingency	Contingency Budget									

- This proposed project schedule is representative and will be refined based on the initial project kick-off.

Task Name	Duration	Start	Finish	Predecesso...
Project Kickoff	1d	03/07/22	03/07/22	
v26 Immersion Workshop	7d	03/08/22	03/16/22	1
Solution Design Workshops	7d	03/21/22	03/29/22	
Solution Design Documentation	12d	04/04/22	04/19/22	
Solution Design Signoff	5d	04/20/22	04/26/22	4
Base Application Configuration	25d	04/25/22	05/27/22	
Application Development	20d	05/30/22	06/24/22	6
Interfaces for Data Exchange	25d	06/27/22	07/29/22	7
Internal QA (JLL Dev)	5d	08/01/22	08/05/22	8
Environment Setup	2d	03/07/22	03/08/22	
Internal Testing and QA (JLL)	5d	08/08/22	08/12/22	9
UAT & Defect Resolution	35d	08/15/22	09/30/22	11
UAT Signoff	1d	10/03/22	10/03/22	12
Data Migration Plan	4d	06/20/22	06/23/22	
Data Migration Build and Deploy	8d	07/05/22	07/14/22	
- Training	17d	10/03/22	10/25/22	
Prepare Training Documentation	4d	10/03/22	10/06/22	
Train-the-Trainer Training	8d	10/10/22	10/19/22	
System Admin Training	2d	10/24/22	10/25/22	
- Dry Run (CCD Test)	6d	10/11/22	10/18/22	
Dry Run Support - JLL	3d	10/11/22	10/13/22	
Include Testing of SSO - JLL	1d	10/18/22	10/18/22	
Deploy to Production	1d	11/01/22	11/01/22	
Hypercare	10d	11/02/22	11/15/22	23
Yr 1 Contingency	75d	11/16/22	02/28/23	24
Technical Support	172d	07/04/22	02/28/23	

Proposed Billing Schedule											
Deliverable	Total Amount	Total Hours	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Year 1 Software Licensing	\$71,633.00	x	\$71,633								
Year 1 Hosting	\$26,400.00	x	\$26,400								
Year 1 Support (prorated 6 months)	\$10,218.45	x							\$10,218		
Project Management	\$63,640.00	344	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071
Pre-Design IWMS Immersion Sessions	\$3,330.00	18	\$3,330								
Solution Design Consulting	\$11,840.00	64	\$11,840								
Solution Design Documentation	\$14,800.00	80		\$14,800							
Base Application Configuration	\$29,600.00	160		\$14,800	\$14,800						
Application Development	\$22,200.00	120			\$7,400	\$14,800					
Interfaces for Data Exchange	\$22,200.00	120				\$7,400	\$14,800				
Quality Control Testing & Defect Resolution	\$5,920.00	32					\$5,920				
Environment Setup	\$4,440.00	24	\$4,440								
Internal System Testing & Quality Assurance at JLL	\$5,920.00	32						\$5,920			
User Acceptance Testing & Defect Resolution	\$34,040.00	184						\$17,020	\$17,020		
Deployment to Production	\$2,220.00	12									\$2,220
IWMS Drawing Standardization and Clean-up	\$52,554.25	0	\$17,518	\$17,518	\$17,518						
Data Migration Plan	\$4,440.00	24				\$4,440					
Data Migration Build and Deployment	\$8,880.00	48					\$8,880				
Prepare Training Documentation	\$3,700.00	20								\$3,700	
Train the Trainer Training Classes	\$8,880.00	48								\$8,880	
System Administrator Training	\$3,000.00	16								\$3,000	
Hypercare	\$7,400.00	40									\$7,400
Contingency Budget	\$18,500.00	100									
Total Pricing Summary	\$435,755.70	1,486	\$142,232	\$54,189	\$46,789	\$33,711	\$36,671	\$30,011	\$34,310	\$22,651	\$16,691

- This proposed project billing schedule is an example and will be refined based on the initial project kick-off.

Pricing

JLL Products and Services Pricing Summary				
Deliverable(s)	Summary Description	Year 1	Year 2	Year 3
1	ARCHIBUS Software Price Sub Total:	\$67,000	\$69,010	\$71,080
2	ARCHIBUS PACP Software Price Sub Total:	\$4,633	\$4,772	\$4,915
-	JLL Technical Enterprise Services Sub Total:	\$309,004		
3	Project Management	\$63,640		
4	Solution Design	\$29,970		
5	Solution Build	\$79,920		
6	Infrastructure Installation and Configuration	\$4,440		
7	Solution Testing & Deployment	\$42,180		
8	Data Population	\$65,874		
9	Training & Go Live Assistance	\$22,980		
10	JLL Support Services:	\$10,218	\$21,050	\$21,682
11	JLL Software Hosting Sub Total:	\$26,400	\$27,192	\$28,008
	Total	\$417,256	\$122,024	\$125,685
	Total Cost Over 3 Years:			\$664,964
	Contingency			\$155,500
	Grand Total			\$820,464

CCD will pay each invoice per the Agreement payment terms

* **Note:** If applicable to this SOW, software renewal late fee assumptions will supersede the above pricing provision.

ARCHIBUS Web Software Licenses					
Item	Description	Units	Term Unit Rate	Quantity	Term Software Price
25-WEBC-CORE-E	Web Central Core Program	Each	\$5,000	1	\$5,000
25-WEBC-PALA-E	Bundled Package - Portfolio Management + Lease Administration (REPA, LA)	Each	\$9,500	1	\$9,500
25-WEBC-CBPM-E	Bundled Package - Capital Budgeting + Project Management (CB, PM)	Each	\$9,400	1	\$9,400
25-WEBC-AMB-E	Asset Management (with Asset Portal functionality)	Each	\$5,400	1	\$5,400
25-WEBC-SIP-E	Space Inventory and Performance	Each	\$5,400	1	\$5,400
25-WEBC-SPO-E	Personnel and Occupancy	Each	\$5,400	1	\$5,400
25-WEBC-MM-E	Enterprise Move Management	Each	\$5,400	1	\$5,400
25-WEBC-2WSB-E	Bundled Package - Reservations + Hoteling	Each	\$9,400	1	\$9,400
25-WEBC-APMF250-E	ARCHIBUS Performance Metrics Framework (for up to 250 Users)	Each	\$6,000	1	\$6,000
25-WEBC-SCEREV-E	Smart Client Extension for AutoCAD & Revit	Each	\$2,000	2	\$4,000
25-ACP-10-E	ACPs - 10 Concurrent User Package	Each	\$2,100	1	\$2,100
25-PACP-SSL1-250CU-E	Portal Application Control Points-250 Level 1-Self Service Concurrent User	Each	\$4,633	1	\$4,633

ARCHIBUS Web Software Sub Total: \$71,633

Enterprise Services Summary			
Deliverable Type	Activity / Deliverable Description	TOTAL Fixed Fee	TOTAL Hours
Project Management	Project Management	\$63,640	344
Solution Design	Pre-Design IWMS Immersion Sessions	\$3,330	18
	Solution Design Consulting	\$11,840	64
	Solution Design Documentation	\$14,800	80
Solution Build	Base Application Configuration	\$29,600	160
	Application Development	\$22,200	120
	Interfaces for Data Exchange	\$22,200	120
	Quality Control Testing & Defect Resolution	\$5,920	32
Infrastructure Installation and Configuration	Environment Setup	\$4,440	24
	Internal System Testing & Quality Assurance	\$5,920	32
Solution Testing & Deployment	User Acceptance Testing & Defect Resolution	\$34,040	184
	Deployment to Production	\$2,220	12
Data Population	Data Migration Plan	\$4,440	24
	Data Migration Build and Deployment	\$8,880	48
Training & Go Live Assistance	Prepare Training Documentation	\$3,700	20
	Train the Trainer Training Classes	\$8,880	48
	System Administrator Training	\$3,000	16
	Hypercare	\$7,400	40
Contingency	Contingency Budget	\$18,500	100
Subtotal:		\$274,950	1486

JLL Professional Services: ARCHIBUS Maintenance Plans			
Item	Description	Include Y/N	Extended Price
1	JLL Technical Support Per program terms and conditions.	Y	\$10,218
			\$10,218

- Year 1 is prorated for 6 months based on go-live date. Years 2 and 3 will be invoiced at the annual (12 month) rate as shown in the 3-year pricing section.

Acceptance

Purchase Orders:

Please issue a Purchase Order to JLL in the amount indicated in the Pricing section of this Statement of Work, referencing the “JLL Opportunity Name” provided below the signature block.

All pricing within this Statement of Work is valid for 90 days as of the date of this document.

Warranty:

The following warranty shall apply to all Services: JLL warrants that the Services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable above. CCD sole and exclusive remedy and JLL’s entire obligations under this SOW shall be to perform or re-perform the Services that are the subject of a warranty claim. CCD shall promptly notify JLL of warranty claim when the issue arises but not later than sixty (60) days after the delivery date of the Services to fall within the parameters of this warranty.

Change Orders

In the event that any services or products not included in this Statement of Work are requested by CCD, or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. CCD agrees to follow the change order process.

Appendix

JLL Rate Schedule Hourly Rates

Rates for this Proposal	
Solution Manager	\$215.00
Solution Consultant	\$185.00
Technical Architect	\$205.00
Technical Consultant	\$185.00
CAD Technician	\$85.00

Resourcing

Vendor responsibilities and CCD responsibilities

Proposed CCD Resources

Role	Description	Time Commitment (Avg./Month)	Resource Notes
Executive Sponsor	Member of CCD senior leadership that sponsors the overall project.	1.5 hrs/month	Attend steering committee meetings and provide executive direction.
Project Owner	CCD business stakeholder dedicated part-time to co-manage the project with the project manager. Responsible for driving alignment within the organization, engaging business stakeholders, facilitating decision-making and eliminating issues and barriers to project delivery.	12-16 hrs/month	Attend steering committee meetings, attend stakeholder update meetings, attend requirements planning meetings, and act as a reviewer for defined solution requirements.
Business SME(s)	CCD business stakeholder responsible for providing business requirements, engaging in project meetings, participating in business process design, and testing and validating system functionality.	16-20 hrs/month	Attend steering committee meetings, attend stakeholder update meetings, attend requirements planning meetings, and act as a reviewer for defined solution requirements.
Project Manager	Responsible for managing the overall implementation, including but not limited to managing and monitoring timeline, cost, scope, issues, and risks, and managing communication with all project stakeholders. Manages the project team.	40-60 hrs/month	Responsible for managing the overall implementation, including but not limited to managing and monitoring timeline, cost, scope, issues and risks, and managing communication with all project stakeholders. Manages the project team.
Change Management Lead	Responsible for assessing, mitigating, and preparing for all organizational and process changes that CCD may undergo as a result of the implementation. Oversees business process design, connecting system functionality to business processes, organizational readiness, and training.	15-20 hrs/month	This role is optional, but we recommend a change management lead be involved in this project.
Database Administrator (DBA)	Responsible for setting up and maintaining all database-related activity on the project, such as environment refreshes.	40 hours total	

JLLT Resources

Role	Responsibilities and Competencies
Account Executive	Responsible for executive oversight of the CCD account Ongoing Relationship management for CCD and executive escalation point for any issues on the CCD account.
Client Success Manager	Responsible for maintaining client relationships with JLLT, ensuring their needs and expectations are met Coordinates the involvement of JLLT resources to meet project performance objectives and manages and resolves issues that may arise, and is ultimately responsible for the success of all account projects Providing strategic insights to clients around operational processes, organization dynamics and technology requirements
Senior Solution Consultant	Manages IWMS implementation, overseeing the project timeline, scope and budget to ensure that JLLT meets client expectations Supervises project tasks, provides strategic direction, and operational management of highly skilled Project Managers, Technical Architects, and Consultants and creates and distributes all project management documents required by JLLT's methodology Coordinate's technology implementation projects in support of the Account Manager Oversees the project timeline, scope, and budget to ensure that JLLT meets client expectations Supervises project tasks and coordinates JLLT and client resources, creating and distributing all project management documents required by JLLT's methodology and maintaining the project management systems Directly involved in project deliverables such as training, support of system adoption, UAT script preparation and process support, and data migration
Technical Consultant	Responsible for all technical deliverables on client projects, including solution configuration, development of integrations and system interfaces, data analysis, scrubbing and migration, security configuration, and user role setup, as well as specialty solutions such as mobile application development and GIS solutions Provides technical insight to the project team and client as needed to ensure that the delivered product is technically sound and meets the client's business requirements
Senior Technical Consultant	Provides development and technical expertise to JLLT's team as they provide analysis, development, and implementation of digital solutions for CCD Advises our project implementation management team and consults with internal technical and project management teams to develop creative solutions to meet client requirements Manages all technical aspects of implementations and provides oversight for entire software lifecycle, including design, technical build, testing, deployment, and documentation, and provides technical client training to shorten end-user adoption

Post Go-Live Production Technical Support team

As part of our Transition stage, JLLT provides to our clients hypercare. Once go-live has commenced, JLLT dedicates resources to the initiative to be available to the client for issues; these can range from general how-to questions for users, to troubleshooting application problems that may arise. While this transition

stage is important, our support packages help sustain the product moving forward for end users, providing ongoing post go-live production for success.

Exhibit B

Optional Archibus Applications

The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. In order to use those enhanced products or services the City shall be entitled to order those offerings at any time throughout the duration of the Agreement provided the pricing is set out in the Agreement. Additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the Agency shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions contained herein. If additional products or services are requested by the City, the City and Contractor shall follow the documented change order process and if no process is outlined, then a Director of Technology Services shall be authorized to sign any order forms, change orders, statements of work, quotes, service level agreements, end user license agreements or other Contractor forms to acquire the products/services on behalf of the City, The City Contract Administrator shall be notified if any products or services are requested.

With the purchase of a new license, a one-year maintenance and support term shall be included. When possible, additional licenses shall be prorated and cotermed with current licensing.

Cost Administration
Cost Chargeback and Invoicing
Advanced Portfolio Forecasting
Commissioning
Condition Assessment
Enterprise Asset Management (with "Asset Management (with Asset Portal functionality)")
Telecommunications Asset Management
Space Chargeback
Strategic Space Planning
Emergency Preparedness for up to 250 Concurrent Users
Compliance Management for up to 250 Concurrent Users
Environmental Sustainability Assessment for up to 250 Concurrent Users
Environmental Health & Safety for up to 250 Concurrent Users
Clean Building for up to 250 Concurrent Users
Hazardous Materials (formerly MSDS) for up to 250 Concurrent Users
Waste Management for up to 250 Concurrent Users
Energy Management for up to 250 Concurrent Users
Green Building for up to 250 Concurrent Users
Environmental & Risk Management Domain 9 Application Bundle for up to 250 Concurrent Users Includes EP, CM, ESA, EH&S, CB, MSDS, WM, EM, GB
Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users Choose any 6 applications from the E&R Management Domain
Environmental & Risk Management 3 Application Bundle for up to 250 Concurrent Users Choose any 3 applications from the E&R Management Domain
On Demand Work
Preventive Maintenance
Bundled Package - On Demand Work + Preventive Maintenance (Includes ODW, PRM)

Reservations Plugin for Microsoft Outlook
ARCHIBUS Reservations Extension for Microsoft Exchange
Service Desk
ARCHIBUS Performance Metrics Framework (for up to 250 Users)
Smart Client Extension for AutoCAD
Smart Client Extension for Revit
Smart Client Extension for AutoCAD & Revit
ARCHIBUS Mobile Framework (for up to 250 Users)
Archibus OnSite
Geospatial Extension for ESRI
ACPs - 10 Concurrent User Package
ACPs - 25 Concurrent User Package
ACPs - 50 Concurrent User Package
ACPs - 100 Concurrent User Package
ACPs - 250 Concurrent User Package
Portal Application Control Points (PACPs) - 25 Level 1 - Self Service - Concurrent User Package
Portal Application Control Points (PACPs) - 50 Level 1 - Self Service - Concurrent User Package
Portal Application Control Points (PACPs) - 100 Level 1 - Self Service - Concurrent User Package
Portal Application Control Points (PACPs) - 250 Level 1 - Self Service - Concurrent User Package

Exhibit C

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If for any reason a court of competent jurisdiction finds any provision herein (or any part thereof) to be unenforceable, that provision shall be enforced to the maximum extent permissible to give effect to the intent of the parties and the remainder of this EULA shall continue in full force and effect. Ambiguities in this EULA will not be construed against the drafter. In case of inconsistency between the terms of this EULA and any translation thereof, the English language meaning shall control.

Exhibit D: Archibus AWS Hosting Infrastructure Service Level Agreement (SLA)

<i>Client Name</i>	City and County of Denver
<i>Client Contact</i>	
<i>Email Address</i>	
<i>Hosting Services Period/Term</i>	36 months
<i>Production</i>	Application Hosting Services for Archibus®
<i>Services Agreement</i>	Services Agreement dated [Effective Date]
<i>Effective Date</i>	

This Hosting Infrastructure Service Level Agreement (“SLA”) governs the use of JLL Managed Servers between JLL (“JLL”, “us” or “we”) and our Clients (“Client” or “you”). This SLA applies separately to each SOW. This SLA shall supersede the Services Agreement, for the Hosting Services only. We reserve the right to change the terms of this SLA in accordance with the executed Agreement.

Article 1—Services

JLL will provide you with the use of the hardware and software set forth above and the support services set forth in this SLA (collectively, the "**Services**"), solely for the purpose of hosting the Client's subscription to the Archibus software. All other hardware and software, as defined in the Archibus system requirements provided by JLL, shall be the responsibility of the Client.

JLL reserves the right to modify any Service from time to time; provided that Client may terminate a Service without penalty in the 30 days following notice from JLL of the implementation of any change to a Service that has a material adverse effect on the functionality of that Service, if JLL fails to correct the adverse effect in the 30 days following Client's written notification to JLL of such effect. JLL, its affiliates, or subcontractors may perform some or all of JLL duties and/or obligations hereunder.

Article 2—Client Responsibilities

Client must obtain from JLL a valid Archibus license sufficient for the number of authorized concurrent users to use the Archibus Software. Unless stated in an Agreement, the Client shall install and maintain the client portion of the Archibus and Autodesk AutoCAD Software, and all additional client software as defined in the specifications listed by JLL on the Client's Authorized Workstations. Client is responsible for establishing and maintaining its Internet connection necessary to access and use the Services. All use of the Services must comply with the user policies established by JLL from time to time, AWS acceptable use policy is attached hereto as AWS Appendix (“**Policy**”). JLL reserves the right to amend the Policy from time to time, effective upon notice to Client.

JLL reserves the right to suspend the Services or terminate this SLA effective upon notice for a violation of the Policy. At JLL’s request, Client agrees to defend and hold harmless JLL from damages, costs, liabilities or expenses resulting from any third-party claim or allegation ("**Claim**") arising out of, or relating to, Client’s use of the Services in breach of the Policy.

Article 3—Service Commitment

JLL will use commercially reasonable efforts to make JLL Hosting Services available with an Annual Uptime Percentage (defined below) of at least 99.95% during the Service Year. In the event JLL Hosting Services does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Article 4—Definitions

“**Service Year**” is the preceding 365 days from the date of an SLA claim.

“**Annual Uptime Percentage**” is calculated by subtracting from 100% the percentage of five-minute periods during the Service Year. If you have been using JLL Hosting Services for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% Availability.

Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any JLL Hosting Services SLA Exclusions (defined below).

Article 5—Service Commitments and Service Credits

If the Annual Uptime Percentage for a Client drops below 99.95% for the Service Year, that Client is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period. To file a claim, a Client does not have to wait 365 days from the day they started using the service or 365 days from their last successful claim. A Client can file a claim any time for their Annual Uptime Percentage over the trailing 365 days drops below 99.95%.

We will apply any Service Credits only against future JLL Hosting Services payments otherwise due from you. Service Credits shall not entitle you to any refund or other payment from JLL. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

Article 6—Credit Request and Payment Procedures

To receive a Service Credit, you must submit a formal request to JLL. To be eligible, the credit request must (i) include your production server’s URL in the subject of the email message; (ii) include, in the body of the email, the dates and times of each incident of unavailability that you claim to have experienced; and (iii) be received by us within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by us and is less than 99.95% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Article 7—Term and Termination

The initial term of this SLA shall commence on the Effective Date and shall continue for the period specified above as the "Initial Term." Upon expiration of an Initial Term, this SLA shall automatically renew for additional terms of one (1) year each (each a "**Renewal Term**"), at JLL’s option, unless Client provides JLL with written notice of its intent not to renew no later than sixty (60) days prior to the end of the Initial Term or then current

Renewal Term. Payment for the Renewal Term shall be made by Client prior to expiration of the current agreement. JLL shall notify Client in writing of any change in the fees for this agreement at least ninety (90) days prior to expiration of the current agreement. This SLA also shall terminate immediately upon JLL's receipt of notice from the manufacturer (Archibus, Inc.) or subsequent licensor of the Archibus Software that Client's license for the Archibus Software has terminated. Either party may terminate this SLA for Cause. "**Cause**" shall mean a breach by the other party of any material provision of this SLA or the Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. In addition, JLL shall have the right to terminate this SLA immediately, in the event that Client ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors. In the event of termination of this SLA other than by Client for Cause prior to the expiration of the applicable Initial Term set forth above, Client shall not be entitled to a refund of any portion of the service fee(s) paid to JLL and shall be obligated to pay JLL for the remainder of any service fees that otherwise would be due from Client for the remainder of the Initial Term.

**Article 8—~~L~~Reserved
Per Agreement.**

Client agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Services and that the fees payable under this SLA have been calculated on the basis that JLL shall exclude liability as provided in this Section.

Article 9—Reserved

Article 10—Data Ownership; Loss

All data created or transmitted by Client and stored on JLL servers as part of the Services ("**City Data**") shall at all times be owned by Client. Except as instructed by Client directly or through instructions provided to the servers through Client's use of the Archibus, and/or OSIS Software, JLL shall treat Client Data as Confidential Information. Upon termination or cancellation of this SLA for any reason, JLL shall return all Client Data to Client in the file format used by the Database Software. JLL shall perform a nightly backup of all Client Data and retain such Database backups for 15 days, but JLL shall in no event be liable to Client or any third party for loss, destruction or corruption of Client Data. Client agrees and acknowledges that the fees payable under this SLA have been calculated on the basis that JLL shall exclude liability as provided in this Section.

Article 11—Security

All access to the Services shall be controlled by usernames and passwords issued by JLL to Client from time to time upon request by Client. Each username and password will be unique to each staff member that Client designates is authorized to access the Services. Client is solely responsible for the security of the usernames and passwords issued to Client's staff members. Any access to the Services using such usernames and passwords will be deemed access by Client, except where access is the result of unauthorized disclosure of usernames

and passwords by the negligent or willful act of JLL. Upon request by Client, JLL will either (i) obtain (at Client's sole cost and expense) and install a digital secured server certificate for Client or (ii) install a digital secured server certificate provided by Client.

Article 12—Force Majeure

JLL shall not be deemed to be in default of any provision of this SLA or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond JLL's reasonable control.

Article 13—JLL Hosting Services SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension, or termination of a server requested by you, or any other JLL Hosting Services performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access, or related problems beyond the demarcation point of the data center; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from any pre-scheduled maintenance windows (for which JLL retains an off-hours nightly window not to exceed 15 minutes which is used for data back-ups and general maintenance). If availability is impacted by factors other than those explicitly listed in this SLA, we may issue a Service Credit considering such factors in our sole discretion.

Article 14—General

This SLA constitutes the agreement between the parties and shall supersede (a) any previous oral agreements regarding services and the subject matter hereof, (b) any printed language or any additional or inconsistent terms or conditions on any form which may be submitted by either party.

AWS Appendix

AWS Acceptable Use Policy is available on <http://aws.amazon.com/aup>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2022

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN102841098-GC-\$1M/2-21-22	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Endurance Assurance Corporation</td> <td>11551</td> </tr> <tr> <td>INSURER B : Sompo America Insurance Company</td> <td>11126</td> </tr> <tr> <td>INSURER C : Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Endurance Assurance Corporation	11551	INSURER B : Sompo America Insurance Company	11126	INSURER C : Endurance American Insurance Company	10641	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Jones Lang LaSalle Americas, Inc. c/o Risk Management 200 East Randolph Drive Chicago, IL 60601															

COVERAGES **CERTIFICATE NUMBER:** NYC-011311431-112 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GGP30000018901	11/15/2021	11/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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B	AUTOMOBILE LIABILITY	X		GAR30012852800	11/15/2021	11/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GUR30012657500	11/15/2021	11/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$										
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 40%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #: TECHS-202262162, Flexible and scalable CRE solution for State and Local Governments
 Additional Insured (Liability) ATIMA, where required by written contract: City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers.

CERTIFICATE HOLDER City and County of Denver Department of Technology Services 201 W. Colfax Ave., Dept. 301 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

4/25/2022

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

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PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED 1342065 Jones Lang LaSalle Americas, Inc 200 E. Randolph Drive Chicago IL 60601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : LM Insurance Corporation</td> <td style="text-align: center;">33600</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM Insurance Corporation	33600	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES 1st **CERTIFICATE NUMBER:** 18444067 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	WC5-625-094741-052	4/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Contract #: TECHS-202262162, Flexible and scalable CRE solution for State and Local Governments.

CERTIFICATE HOLDER

CANCELLATION

18444067 City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/26/2022

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Jones Lang LaSalle Americas, Inc. 200 East Randolph Drive Chicago IL 60601 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Arch Insurance Company	11150
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570092821104** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			041683711 Claims Made SIR applies per policy terms & conditions	04/01/2022	04/01/2023	Agg/Each Claim \$1,000,000

Certificate No : 570092821104

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Professional Liability policy includes cyber Liability. RE: Contract # TECHS-202262162, Flexible and Scalable CRE Solution for State and Local Governments.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Technology Services 201 W. Colfax Ave., Dept. 301 Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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