

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AURIGO SOFTWARE TECHNOLOGIES INC.**, a Delaware corporation, whose address is 8310-2 N. Capital of Texas Highway, Prominent Pointe II, Suite 100, Austin, TX 78731 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated February 10, 2021, for the use and support of the Contractor’s Masterworks software (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**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 Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 16, 2026, all references to “Exhibit A” in the Agreement shall now refer to “Exhibits A and A-1,” as applicable to the context. Exhibit A-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibits A and A-1, Exhibit A-1 shall control.

2. Effective January 16, 2026, all references to “Exhibit E” in the Agreement shall now refer to “Exhibits E and E-1,” as applicable to the context. Exhibit E-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibits E and E-1, Exhibit E-1 shall control.

3. Subsection 10.2 of the Agreement, titled “**ADA Website Compliance**,” is amended to read as follows:

“10.2. **Accessibility and ADA Website Compliance**: The Contractor shall comply with, and the Deliverables provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

4. Section 17 of the Agreement, titled “**TERM**,” is amended to read as follows:

“17. **TERM**: The term of the Agreement (“Term”) shall commence on January 15, 2021, and expire, unless sooner terminated, on February 19, 2030. Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

5. Subsection 18.4.1 of the Agreement, titled “**Maximum Agreement Liability**,” is amended to read as follows:

“18.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Million Five Hundred Sixty-One Thousand Four Hundred Thirty-Three Dollars (\$5,561,433.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services

performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

6. Section 37 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

**"37. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this 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."

7. Effective upon execution of this Amendatory Agreement, a new Section 55, titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is hereby added to the Agreement and shall read as follows:

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

8. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

9. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

10. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work; and **Exhibit E-1**, Software Subscription and Service Level Agreement.

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**Contract Control Number:**  
**Contractor Name:**

TECHS-202581865-01 / TECHS-202057178-01  
AURIGO SOFTWARE TECHNOLOGIES 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:  
  
\_\_\_\_\_

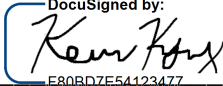
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202581865-01 / TECHS-202057178-01  
AURIGO SOFTWARE TECHNOLOGIES INC.

By:  \_\_\_\_\_  
E80BD7E54123477...

Name: kevin koenig \_\_\_\_\_  
(please print)

Title: kevin.koenig@aurigo.com \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **EXHIBIT A-1 - RFP No. 11024: Project Management Information System (PMIS) and Implementation**

### **Contract Extension Proposal**

Date: June 9, 2025



**DENVER**  
THE MILE HIGH CITY

Patience Reuter  
Director of Engineering & Science  
City and County of Denver  
210 West Colfax Av  
3<sup>rd</sup> Floor  
Denver, CO 80202  
Email: [patience.reuter@denvergov.org](mailto:patience.reuter@denvergov.org)

**aurigo<sup>®</sup>**

Lara Lamparski  
Senior Director, Sales  
Aurigo Software Technologies Inc.  
8310-2 North Capital of Texas Highway  
Suite 100, Prominent Pointe 2  
Austin, TX 78759  
Email: [lara.lamparski@aurigo.com](mailto:lara.lamparski@aurigo.com)





1 Introduction

1.1 Background

On February 10, 2021, the City and County of Denver (“CCD”) awarded Contract# TECHS-202057178-00 to Aurigo Software Technologies (“Aurigo”) to implement a Project Management Information System (PMIS) to support the Department of Transportation and Infrastructure.

2 Scope of this Proposal

This pricing proposal is to extend the existing Aurigo Masterworks Software Subscription for 1,500 Users for an additional five (5) years regarding Hosting, Maintenance, Licensing, and Silver Support Plan

2.1 Masterworks Software Subscription

Aurigo shall provide a Commercial-Off-The-Shelf (“COTS”) software solution for a Project Management Information System (PMIS) for CCD. The Masterworks Software Subscription includes all out of the box functionality and configuration required per Contract# TECHS-202057178-00

2.2 E2C Data Server

The CCD production data will be replicated to a SQL server that is isolated from the production Masterworks Application and it will be exposed as an endpoint so that Fivetran can connect and fetch the data, appropriate security controls such as authentication will be applied on the endpoint and also it will be locked down only to Fivetran network public static IP's. E2C Data Server infrastructure cost including hosting, storage and data transfer on Aurigo side is included in the Masterworks Software Subscription..

2.3 Aurigo Support Plan

Silver Support Plan

The Aurigo Software Silver Support Plan is our standard plan that is included at no additional cost with all annual subscription plans.

Support Hours	8 AM - 5 PM Mountain Time (Monday through Friday, excluding US federal and state holidays)
Support Channel	Phone, Email, Web
Product Support - Included	Platform - Updates and Break-Fix Patches Purchased Products - Updates and Break-Fix Patches
Solution Support - Warranty	Thirty (30) Days Post Production Go-Live
Solution Support - Post Warranty	Provided on Time and Materials Basis
Concierge Desk	Not Included
Application Uptime	99.5% (excluding planned downtime)

- Notes:
- 1. Hourly rate for Post Warranty Solution Support is \$200.
  - 2. Through the Concierge Desk, Customer gets access to Rapid Prototyping Services using the available bundled hours. Customers are also provided with a dedicated support call-in number. Concierge Desk services are available with the Platinum Support Plan only.

3 Pricing & Payment

3.1 Subscription Renewal Pricing

Product	Annual License Fee
Software Subscription Masterworks (Users: 1,500)	\$ 298,284.00
E2C Data Server Hosting Fee (Datalink)	Included
Silver Support Plan	Included
Total	\$ 298,284.00



3.2 Payment Milestones

Year	Type	Subscription Period	Amount	Invoice Date
1	Annual License Subscription	5/23/2026-5/22/2027	\$298,284.00	2/19/2026
2	Annual License Subscription	5/23/2027-5/22/2028	\$298,284.00	2/19/2027
3	Annual License Subscription	5/23/2028-5/22/2029	\$298,284.00	2/19/2028
4	Annual License Subscription	5/23/2030-5/22/2031	\$298,284.00	2/19/2029
5	Annual License Subscription	5/23/2031-5/22/2032	\$298,284.00	2/19/2030

A 5% contingency (\$74,571.00) has been added to the Contract Maximum Amount to allow for additional licenses, subscriptions, functionality or ad-hoc professional services. 5 year subtotal \$1,491,420.00 + \$74,571.00(contingency amt) = \$1,565,991.00 (total contract amendment amount)

3.3 Payment Terms

Aurigo will invoice as follows:

- Net 30 Payment terms
- Aurigo will invoice the Annual License Subscription Fee annually upfront
- Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.

Exhibit E-1 - Software Subscription and Service Level Agreement

**AURIGO MASTERWORKS CLOUD  
SOFTWARE SUBSCRIPTION SERVICE EXHIBIT**

This Exhibit, in addition to the Customer's (CITY AND COUNTY OF DENVER) Master Services Agreement, shall govern the delivery of Services to the City.

**1. DEFINITIONS**

"Add-on Service" means additional functionality or services that may be ordered by Customer for an additional subscription fee or charge.

"Affiliate" means any legal entity that a Party owns, that owns a Party, or that is under its common Ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:

1. any government agency, department, office, instrumentality, division, unit, or other entity of Customer's federal, state, provincial, or local government that is supervised by or is part of Customer, which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar types of governmental instrumentality established by the laws of Customer's state or province, and located within the jurisdiction and geographic boundaries of Customer's state or province; and
3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the foregoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"CPGL" means Core Product Go Live. It is the date that the base functionality of the Masterworks Commercially Off the Shelf platform and the licensed module(s) is/are made available to Customer. This is different from Solution Go-live date when the entire solution will be hosted in a production environment.

"Client Software" means any software provided to Customer related to the Service.

"Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users, and associated account Users through their use of the Service.

"Customer" means the entity that has entered into this Agreement. If an individual enters this



Exhibit E-1 - Software Subscription and Service Level Agreement

Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

“Go-Live” means the date the entire configured Service is hosted and available in Aurigo’s production environment for User access.

"Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America, and includes Moral Rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names, and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for Customer’s internal business purposes.

“Aurigo” means Aurigo Software Technologies Inc. or its Affiliates.

"Work Order" also referred to as “Order” means an order for Services.

"Software" means the computer programs described in Schedule 1 (Description of Software Subscription Services) and, if applicable, any other computer programs provided by Aurigo pursuant to the Agreement, including any updates, modifications, releases, or enhancements to such computer programs provided by Aurigo

"Specifications" means the specifications and features of the Software Subscription Services described in Schedule 1 (Description of Software Subscription Services).

"Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

“Users” means individuals within Customer’s organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

“User Licenses” refer to the named user license subscriptions that Customer has purchased under its Subscription for Services.

"Work Product" means any item (tangible and intangible) which is created or produced as a result of the performance of any Professional Services by Aurigo. For the sake of clarity, Work Product does not include any items that are derivative work of intellectual property owned by Aurigo, including configuration of existing code. For derivative work of intellectual property owned by Aurigo, Customer will retain licensing rights to use derivative work within the terms of this SSA.

Exhibit E-1 - Software Subscription and Service Level Agreement

## 2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

The content of this section has moved to MSA Section 15.

## 3. ORDERING, PRICING, PAYMENTS, RENEWALS, AND TAXES

- 3.1 Ordering.** Customer shall place an Order for each Subscription for a Service with a new or reused Purchase Order, which must be issued for all changes to Subscriptions. If Customer desires to use the Service for more than the total number of User Licenses defined in the Service level it has subscribed to, it must first subscribe to the appropriate Service level prior to commencing any such use. If Customer desires to reduce the total number of Users at the end of an annual term, it may do so without penalty. Any Services added to a Subscription will expire at the end of the then-current Term. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to manage the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for, or other actions taken by, any of its Affiliates or third party to which it provides rights under this Agreement.
- 3.2 Subscription Fees.** “Subscription Fee” means the annual fee Customer is required to pay for the Subscription to the Service and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change at the end of the initial contract Term and at the end of any contract renewal term.
- 3.3 Renewal.** The renewal terms for this Agreement are defined in Schedule 1.
- 3.4 New agreement.** Prior to placing new Orders, renewing any Subscriptions, or further use of the Service after the end of the initial contract term (defined in Schedule 1), and upon notice, Aurigo may require Customer to enter into an updated Software Service Exhibit to govern Orders, renewal Subscriptions, or usage of the Service from that date forward.
- 3.5 Incidental Charges.** The prices and rate plans do not include any phone charges, Internet access charges, mobile text messaging, wireless services, or other data transmission charges unless expressly stated otherwise. Customer is responsible for all such incidental charges. City will provide a certificate of tax exemption certificate.

Exhibit E-1 - Software Subscription and Service Level Agreement

**3.6 Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

**3.7 Late Payments.** Payments to Aurigo are due 35 days from receiving a correct invoice. Aurigo may suspend or cancel the Service if Customer does not pay in full and on time.

#### **4. TERM AND TERMINATION**

The content of this section has moved to MSA Section 20, except the terms below

**4.1** Cancellation or suspension of the Service for Customer's violation of the terms of this Agreement will not obligate Aurigo to refund any remaining and/or unused Subscription fees.

If Customer cancels the Service to migrate to another Aurigo offering, the cancellation fee will be waived. Notwithstanding any amounts due as a consequence of provisioning the Services prior to a migration, no cancellation fee will be owed to Aurigo if Customer migrates to another Aurigo-operated online services platform.

**4.2 No liability for the deletion of Content.** Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export, or return Customer's Content beyond 90 days. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

#### **5. PRIVACY**

**5.1 Use of Customer Data.** Customer data will be used only to provide Customer with the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the User (such as malware or spam).

Aurigo will not disclose Customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding Aurigo's subcontractors) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for Customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. In response to such a third-party request, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose Customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by a third party regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

Exhibit E-1 - Software Subscription and Service Level Agreement

## **6. USE RIGHTS AND LIMITATIONS**

**6.1 SLAs.** Aurigo will comply with the then-current SLA in place relating to the Services, as set forth here

**6.2 Customer's Use.** While the Customer uses the Service,

**Customer agrees to:**

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password(s) secret; and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

**Customer agrees to not:**

- use the Service in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors (collectively, the "Aurigo parties"), any customer of a Aurigo party, or the use of the Service by other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service; resell or redistribute the Service, or any part of the Service, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Service for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or attempt to work around any of the technical limitations in the Service;
- modify, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to discover any trade secret contained in the Service or in any technology or system used by Aurigo in connection with providing the Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create internet "links" to the Service or "frame" or "mirror" any content of the Service, to give the impression that Customer is offering any functionality of the

Exhibit E-1 - Software Subscription and Service Level Agreement

Service as Customer's own service located on Customer's servers;

- build a product or service using similar ideas, features, functions, or graphics of the Service;
- copy any ideas, features, functions, or graphics of the Service.

**6.3 Use of Other Aurigo Services.** Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

**6.4 Third-Party Services.** Aurigo or its partners may make services from third parties available to Customer (a) through the Service or (b) that interface with the Aurigo Service. These third-party services are the responsibility of the third party and not Aurigo. The third-party service providers may require Customer to accept additional terms and conditions and/or pay a fee to use their services. Those additional terms and conditions are between Customer and the third party. Any third party's use of information Customer provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Aurigo encourages Customer to carefully review the privacy statements of third-party providers. Aurigo is not responsible for the privacy statements or privacy practices of these third-party providers or their suppliers.

**6.5 Third-Party Software.** Customer is solely responsible for any installed third-party software used with the Services. Aurigo is not a party to and is not bound by any terms governing Customer's use of the third-party software. Customer acknowledges that it will direct the installation of third-party software and control the use of such software with the Service.

Aurigo will not run, operate, or make any copies of third-party software licensed by the Customer except to support Customer's use of the Service. Customer may not install or use the third-party software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any third-party software. Aurigo does not make any representation or guaranty that any third-party software will operate successfully with the Service or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

Exhibit E-1 - Software Subscription and Service Level Agreement

## 7. CUSTOMER CONTENT

- 7.1 Content.** Customer, its Users, and associated account Users may be able to post or store Content to third-party or Aurigo websites made available through the Service. As part of the Service, Customer may be able to post or provide materials (including feedback) in a publicly accessible area that allows Customer to communicate with others. The terms of use associated with websites where public access is made available by Aurigo for Customer to share Content, as applicable, only apply to Customer's use of such websites. Customer acknowledges that certain technical processing may be required for posting Content, to store and retrieve the Content, conform to connecting networks' technical requirements, and conform to the limitations of the Service.
- 7.2 Links to third-party Web sites.** The Service may contain links to third-party websites. These third-party websites are not under Aurigo's control. If Aurigo has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by Aurigo of any third-party website, service, or product. Aurigo reserves the right to disable links to any third-party website that Customer posts on the Service.
- 7.3 Aurigo will not own any Content.** Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the Service. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Content that Customer uses with the Service.

## Exhibit E-1 - Software Subscription and Service Level Agreement

**8. PRE-RELEASE SERVICE**

If the version of the Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features, and documentation (“Beta Version”), then it may not work the way a final version of the feature or Service will. Aurigo reserves the right to not release a commercial version of, or to change, any Beta Version of the Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to Aurigo and its suppliers. For five years after Customer subscribes to the Beta Version of the Service or the subsequent commercial version of the Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer’s use of the Service. Customer’s duty to protect the confidentiality of any Beta Version survives this Agreement.

Pre-release services are provided “as-is”, “with all faults”, and “as available.” Customer bears the risk of using pre-release services. To the maximum extent permitted by law, the Aurigo parties give no express warranties, guarantees, or conditions. Customer may have additional rights under Customer’s local laws that this Agreement cannot change. To the extent permitted by law, Aurigo excludes any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, and satisfactory quality.

**9. VERIFYING COMPLIANCE**

During the Term of any Subscription and for three years thereafter, Customer must keep all usual and proper records relating to the Subscription(s) and Customer’s use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer’s organization, comparing the number of subscriptions in use to the number of subscriptions issued to and/or paid for by Customer. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo’s intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient subscriptions to cover its past and present use. If material for unlicensed use is found, Customer must acquire the necessary additional subscriptions at the then-current retail subscription rate within thirty (30) days.

- 9.1 U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

## Exhibit E-1 - Software Subscription and Service Level Agreement

**SCHEDULE 1****DESCRIPTION OF SOFTWARE SUBSCRIPTION SERVICES**

<b>Product Name</b>	Aurigo Masterworks Cloud
<b>Product Version</b>	12
<b>Products Included</b>	<ol style="list-style-type: none"> <li>1. PLT Core - PLT-COR-P</li> <li>2. System Integration Suite - PLT-MBL-P</li> <li>3. Outlook Plugin - PLT-OUT-P</li> <li>4. PPM Core - PPM-COR-P</li> <li>5. Contract Management - PPM-CM-P</li> <li>6. Fund Management - PPM-FND-P</li> <li>7. Bidding and Estimation - PPM-BID-P</li> <li>8. Capital Planning - PPM-PLN-P</li> <li>9. Resource Management - PPM-RM-P</li> <li>10. PPM Mobile - PPM-MBL-P</li> <li>11. Configuration Tool Suite - CTK-CT-P</li> </ol>
<b>Type of License</b>	Software Subscription Plan
<b>Contract Term</b>	5 years
<b>Subscription Term</b>	1 year
<b># of Users</b>	1,500 Users (for included products only)
<b>Organization(s)</b>	CITY AND COUNTY OF DENVER
<b>Support Plan</b> (Can be changed annually at additional cost)	Silver Support Plan

Note: Only the products listed above are included with the annual subscription.



## Exhibit E-1 - Software Subscription and Service Level Agreement

**SCHEDULE 2****SERVICE SUPPORT**

Aurigo provides this SLA subject to the terms and conditions below, which will be fixed for the duration contract term (defined in Schedule 1) of the Service subscription. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and CITY AND COUNTY OF DENVER.

Aurigo will provide product support to the Users of the system who are identified as the Customer's system administrators. System Administration Users can contact Aurigo for support during the support times defined in the Support Plan selected by the Customer in Schedule 1.

**A. Definitions:**

1. **"Aurigo"** means Aurigo Software Technologies, Inc. (or, if applicable, its affiliate).
2. **"Claim"** means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
3. **"Customer"** means the person or organization that contracted for Services under the Agreement.
4. **"Downtime"** means the time when the Service is not functional and is not available for Customer to use.
5. **"Incident"** means an unplanned interruption or degradation in Masterworks Service.
6. **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
7. **"Response Time"** refers to the elapsed time between when the Customer submits a valid support request and when Aurigo provides an initial human response acknowledging receipt of the issue, confirming understanding, and outlining the next steps toward resolution. Automated email confirmations or system-generated acknowledgments (including out-of-office replies or ticket creation notifications) do not constitute a Response for the purpose of this SLA. Only a reply from an Aurigo Support representative that addresses the substance of the request satisfies the Response Time requirement.
8. **"Scheduled Downtime"** means published maintenance windows or times when Aurigo notifies Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least 5 days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give Customer notification that is less than twenty-four (24) hours before the required downtime. Except all Emergency Downtime,

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Customers approval is mandatory for Scheduled Downtime. For Emergency Downtime, Customer will be notified. Every month, a three hour maintenance (over weekend) is scheduled for security patching.

9. **“Service” or “Services”** means the Aurigo Masterworks Online service provided to Customer pursuant to the Agreement.
10. **“Service Level”** means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.
11. **“Subscription Fee”** means the annual fees that Customer pays Aurigo for their subscription to the Service.

**B. Uptime Service Level**

The Uptime Service Level for the Service is 99.5%

The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	minus	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month		

**C. Claims against Uptime Service Level**

1. Customer may submit an Uptime Service Level claim to Aurigo during any month when the Service availability does not meet or exceed the Uptime Service Level guarantee. To submit an Uptime Service Level claim, Customer’s account must be active and in good standing.
2. Customer must submit a formal Uptime Service Level claim at support@aurigo.com.
3. Customer must provide all reasonable Service downtime details related to the Uptime Service Level claim.
4. Customer must provide sufficient evidence to support the claim within 90 days following the month in which the downtime incident(s) occurred.

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5. Aurigo will use all reasonably available information to validate claims and make a good faith judgment on what the Uptime Service Level was for the month in which Customer claims they experienced a downtime. Aurigo utilizes commercially available monitoring software and services to ensure that the Service meets the Uptime Service Level. Aurigo will send the monthly Service availability report to Customer by 7<sup>th</sup> of the month for the previous month. The report will be sent by email to Customer's authorized representative. Customer may request additional reports on an ad-hoc basis.
6. Aurigo will use commercially reasonable efforts to process claims within forty-five (45) days after Customer provides sufficient evidence to support their claim.

**D. Incident (Service issue) definitions and support process**

Aurigo commits to responding to support requests promptly. If an issue is being caused by a bug, the time required to provide a fix for the bug is dependent on the nature of the bug. Aurigo will provide Customer with an estimated time to fix the bug. In such cases, Aurigo may provide a workaround or other advisory instructions, such as when the fix will be released into production. When Aurigo provides Customer with a workaround or advisory instructions that is acceptable to Customer, the SLA clock for that specific issue will be paused.

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Severity Level	Name	Description	Time to Response	Time to Repair
<b>1</b>	<b>Urgent</b>	A system-wide outage that has halted the normal functioning of the Service. The Service is completely inaccessible to Users or severe performance degradation leaving system unusable to users. If a reasonable workaround is found for an "Urgent" issue, it can be downgraded to "High" with the Customer's consent.	15 minutes during business hours 1 Hour - after hours	4 Hours
<b>2</b>	<b>High</b>	A Vendor Offering is significantly affected by a problem, impacting day-to-day operations, revenue generation, or public impact. No reasonable workaround is available. If a reasonable workaround is found for an "High" issue, it can be downgraded to "Normal" with the Customer's consent.	4 Business Hours	2 Business Days
<b>3</b>	<b>Normal</b>	Partial, non-critical loss of use in the Service with a medium-to-low impact on Customer's business. However, Customer's business can continue to function. If a reasonable workaround is found for a "Normal" issue, it can be downgraded to "Low" with Customer's consent.	1 Business Day	7 Business Days
<b>4</b>	<b>Low</b>	Minor inconveniences with little to no impact on Customer's business. Requests for clarifications from Customer are categorized as "Low".	1 Business Day	No specified turnaround time

The service level time will be measured from the first communication to Aurigo via email or Aurigo's support line during standard business hours.

The Customer shall provide an initial designation of severity level and ticket type when submitting a support ticket. Aurigo will review this designation upon receipt and, in its first communication, may confirm or propose an alternative classification. Severity level and ticket type may be reclassified if new information becomes available, a workaround is provided, or the business impact changes; such reclassification will be promptly communicated to the Customer. If the Customer disagrees with the proposed reclassification, the parties will discuss in good faith to resolve the classification, and the then-agreed classification will apply for SLA measurement.

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To calculate “Time to Repair” accurately, the SLA clock will pause if Aurigo is waiting on Customer to give approval, clarification, or confirmation for a corrective change. This applies to all severity levels.

The system is monitored 24x7x365. For severity 1 outage, the coverage is 24x7x365. Such an outage would alert Aurigo staff and a remediation will begin immediately irrespective of the day and time. An escalation matrix will be shared with the customer during support helpdesk onboarding time.

### Service Credits & Termination

If Aurigo fails to meet the Response Time or Restoration Target for an Incident of the severity levels defined in Section D, the Customer will be entitled to Service Credits as outlined below:

Severity Level	SLA Commitment	Service Credit if Target Missed
<b>1 (Urgent)</b>	Response within 1 Hour; Restore within 4 Hours	5% of monthly subscription fee per incident, capped at 15% per month
<b>2 (High)</b>	Response within 4 Business Hours; Restore within 2 Business Days	2% of monthly subscription fee per incident, capped at 10% per month
<b>3 (Medium)</b>	Response within 1 Business Day; Restore within 7 Business Days	1% of monthly subscription fee per incident, capped at 5% per month
<b>4 (Low)</b>	Response within 1 Business Day; Restore within 90 Business Days	Not eligible for Service Credits

Service Credits are calculated against the monthly subscription fees for the affected Service.

Credits are issued as a discount against the invoice for the following billing cycle (no cash refunds).

The aggregate Service Credits for any month will not exceed 25% of the monthly subscription fee.

Service Credits represent the Customer’s sole and exclusive remedy for Aurigo’s failure to meet the Response and Restoration SLA targets.

### E. Exclusions

Downtime does not include:

1. The time when the Service is not available as a result of Scheduled Downtime.
2. The following performance or availability issues that may affect the Service:
  - a. Due to factors outside Aurigo’s reasonable control;
  - b. Related to add-on features for the Service that include, but are not limited to,

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## Internet Marketing and Reporting Services;

- c. That resulted from the use of Customer's or third-party's hardware, software or services;
  - d. That resulted from actions or inactions of Customer or third parties;
  - e. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining unauthorized access to Aurigo's network using Customer's passwords or equipment;
  - f. That was caused by Customer's use of the Service after Aurigo advised Customer (through an email to the authorized Customer representative) to modify its use of the Service and Customer did not modify its use as advised;
  - g. Through Customer's use of beta software, trial offers, early access programs, and/or demos (as determined by Aurigo).
3. Service availability SLAs apply to production systems only.
  4. For software defect issues that are not classified as Severity 1 and require a code fix, Aurigo will provide a committed time to fix the defect within the Time to Repair window. Aurigo will provide full explanation to reasoning behind the committed timeline. As long as Aurigo delivers the fix within the committed time, Aurigo will be deemed compliant with Time to Repair service level.
  5. Change Requests that require a separate Statement of Work, including scope definition, list of deliverables, and cost of deliverables.
  6. Service Requests for configuration changes.

**F. Data Backup and Retention**

Aurigo Service is configured to backup Customer data on regular basis. The following schedule defines the data back frequency and data backup retention period.

<b>Data Backup Frequency</b>	Database Transactions – Every hour Uploaded Documents – Every day
<b>Data Backup Retention</b>	3 Years

**G. Release Management**

Aurigo will classify releases based on the type of the release. Deployment of these releases is completed through authorization and scheduled as agreed to and authorized by CUSTOMER.

**Hot Fix Releases**

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A hotfix release is made for Severity 1 issues and Severity 2 issues as agreed. Issues that are causing disruption to a large user base and Issues that have a critical business impact with no workarounds fall into this category. The deployment of the temporary fix is generally done as soon as possible.

### **Minor Releases**

Aurigo plans a scheduled release to production every 6 weeks. This release will include all issues logged in the past 6 weeks other than the ones that have been deployed as part of an ad hoc or hotfix release. The list of issues addressed in the minor release will be provided to CUSTOMER at the time of deployment to UAT. Aurigo and CUSTOMER may jointly agree to more frequent deployments.

Schedule:

- Release to UAT - 2 weeks before the release date
- Release to Production – Every 6th weekend (contingent on approval by close of business Wednesday)

Minor releases may also result from CUSTOMER requested change requests. These are scheduled based on the associated project plan as discussed, scheduled, and approved by CUSTOMER and Aurigo.

### **Major Releases**

Generally, once a year, Aurigo may publish a Major release of Masterworks. Customer has an option of skipping up to 2 major releases in deployment to its environment. However, Customer is required to upgrade before the release of the 3rd Major release. These are scheduled based on the associated project plan as discussed, scheduled, and approved by CUSTOMER and Aurigo. Deployment of the major release follows Customer initiated change request process.

### **Deployment Process**

Prior to any software moving from the development and test environment into production, an appropriate level of deployment planning is required, including evaluating the release from supportability and operational perspective.

Deployment Planning encompasses one or more of the following activities (as applicable):

- Release Note creation and updated Engineering Specifications by Aurigo, if required.
- System testing by Aurigo
- User Acceptance testing by CUSTOMER, if required
- Performance Testing by Aurigo, if required

## Exhibit E-1 - Software Subscription and Service Level Agreement

**Schedule 2.1 – Aurigo Support Plans**

The Silver Support Plan is included at no additional cost with all annual subscription plans. The cost for Gold and Platinum Support Plans are listed in the Pricing Matrix.

**Silver Support Plan**

The Aurigo Silver Support Plan is Aurigo's standard support plan.

<b>Support Hours</b>	8:00 AM – 5:00 PM Mountain Time Monday through Friday, excluding US federal and state holidays
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support - Included</b>	Platform support – updates and break-fix patches Purchased Products support – updates and break-fix patches
<b>Solution Support – Warranty</b>	Thirty (30) days post-production go-live
<b>Solution Support - Post Warranty</b>	Provided on Time and Materials Basis
<b>Concierge Desk Services</b>	Not included
<b>Service Uptime</b>	99.5% (excluding Scheduled Downtime)

Notes:

1. Hourly rate for Post Warranty Solution Support is \$200.
2. Through the Concierge Desk, Customer gets access to Rapid Prototyping Services using the available bundled hours. Customers are also provided with a dedicated support call-in number. Concierge Desk services are available with the Platinum Support Plan only.

**Gold Support Plan**

The Aurigo Gold Support Plan adds solutions support to our standard support plan and provides your organization peace of mind while using Aurigo Masterworks. The Gold Support Plan provides extensive support on the base product functionality along with solution support. The Gold Support Plan ensures that our customers are getting everything committed to in our Silver Support Plan plus so much more, such as 45 days of post product go-live warranty support.

<b>Support Hours</b>	8 AM – 5:30 PM Mountain Time Monday through Friday, excluding US federal and state holidays
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support - Included</b>	Platform – Updates and Break-Fix Patches



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	Purchased Products – Updates and Break-Fix Patches
<b>Solution Support – Warranty</b>	45 Days Post Production Go-Live
<b>Solution Support - Post Warranty</b>	250 Hours (per year) of support for Break-Fix or Solution Services
<b>Concierge Desk</b>	Not included
<b>Application Uptime</b>	99.7% (excluding planned downtime)

## Notes:

1. Unused Solution Support Hours do not roll forward to the next subscription year.
2. Discounted rate for each additional hour of Solution Support is \$175
3. Through concierge desk customers get access to Rapid Prototyping Service using available bundled hours. Customers are also provided dedicated support call-in number. Concierge desk is available with the Platinum support plan only.

**Platinum Support Plan**

The Aurigo Platinum Support Plan is our premium plan that provides your organization peace of mind while using Aurigo Masterworks along with world-class technical support for all its configurations and integrations. The Platinum Support Plan provides extensive support on the base product functionality along with solution support. The plan ensures our customers are getting everything committed to in our Gold Support Plan plus so much more, such as 60 days of post product go-live warranty support.

<b>Support Hours</b>	8 AM – 6 PM Mountain Time Monday through Friday, excluding US federal and state holidays
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support - Included</b>	Platform – Updates and Break-Fix Patches Purchased Products – Updates and Break-Fix Patches
<b>Solution Support – Included</b>	60 Days Post Production Go-Live
<b>Solution Support - Post Warranty</b>	1000 Hours (per year) of support for Break-Fix or Solution Services
<b>Concierge Desk</b>	Included with: - Dedicated Support Number - Rapid prototyping service
<b>Application Uptime</b>	99.9% (excluding planned downtime)

## Notes:

1. Unused Solution Support Hours do not roll forward to the next subscription year.

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2. Discounted rate for each additional hour of Solution Support is \$155
3. Through concierge desk customers get access to Rapid Prototyping Service using available bundled hours. Customers are also provided dedicated support call-in number. Concierge desk is available with the Platinum support plan only.