

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting on behalf of its Department of Aviation (the “**City**”), and **CobbleStone Systems Corp. d/b/a CobbleStone Software**, a New Jersey corporation authorized to do business in the State of Colorado, whose address is 428 South White Horse Pike, Lindenwold, NJ 08021 (the “**Contractor**”), individually a “**Party**” and jointly “the Parties.”

RECITALS

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

WHEREAS, the City issued a Request for Proposal No.2024477306 dated December 9, 2024, (the “**RFP**”) for the installation and maintenance of all required equipment and software, and professional services for an Enterprise Procurement and Contract Lifecycle Management system (“**System**”); and

WHEREAS, Contractor submitted a proposal dated January 15, 2025 (“**Contractor’s Proposal**”); and

WHEREAS, the City awarded this Agreement to the Contractor based upon Contractor’s Proposal.

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 agree as follows:

1 LINE OF AUTHORITY / COORDINATION AND LIAISON

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

2 DEFINITIONS

2.1 “**City Data**” means all information, data, and records, regardless of 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 including all records relating to the City’s use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement.

- 2.2 “**Data**” or “**data**” means information, regardless of form, that can be read, transmitted, or processed.
- 2.3 “**Deliverable(s)**” means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of the Contractor’s Work that is intended to be delivered to the City by the Contractor.
- 2.4 “**Effective Date**” means the date on which this Agreement is fully approved and signed by the City as shown on the City’s signature page.
- 2.5 “**Service(s)**” means the services to be performed by the Contractor as set forth in this Agreement and shall include any services to be rendered by the Contractor in connection with any goods or Deliverables.
- 2.6 “**Subcontractor**” means any third party engaged by the Contractor to aid in performance of the Work.
- 2.7 “**Work**” means the Deliverables provided and Services performed pursuant to this Agreement.
- 2.8 “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work.

3 **HARDWARE, SOFTWARE, SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED**

As the City directs, the Contractor shall diligently undertake, perform, and complete the Work set forth on the attached ***Exhibit A***, Contract Insight Enterprise Software License and Hosting Services Agreement, and ***Exhibit B***, Scope of Work (“**SOW**”) to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the attached exhibits (collectively, “**Exhibits**”). The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work 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 this Agreement and in accordance with the terms

of this Agreement. All Work shall be performed in accordance with the requirements of ***Exhibit D***, Service Level Agreement.

4 ON-CALL SERVICES TO BE PERFORMED

The Contractor agrees to cooperate with the City in the preparation of detailed Task Orders in accordance with the Scope of Work, and the rates, contained therein, attached hereto as ***Exhibit B***. Each Task Order shall include a detailed scope of Services, level of effort, schedule, rates, and payment schedule, including a “not to exceed” amount, specific to each the Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement.

The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor’s performance. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, 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.

5 TERM

This Agreement will commence on the Effective Date, and will expire five (5) years thereafter, unless sooner terminated, on (the “**Term**”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6 COMPENSATION AND PAYMENT

6.1 Budget. The City shall pay, and the Contractor shall accept as the sole compensation for Work provided, and costs incurred and paid, under this Agreement payment not to exceed the line budget amounts set forth in ***Exhibit B-I***. Payment shall be made in accordance with any agreed upon payment milestone set forth herein.

- 6.2 Fees.** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached ***Exhibit B-1***. Amounts billed may not exceed rates set forth in ***Exhibit B-1*** and will be made in accordance with any agreed upon payment milestones.
- 6.3 Reimbursement Expenses.** There are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget in ***Exhibit B-1***. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
- 6.4 Invoicing.** The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work 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.
- 6.5 Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.
- 6.6 Maximum Agreement Liability.**
- 6.6.1** Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **One Million Five-Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** (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 the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.
- 6.6.2** 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7 STATUS OF CONTRACTOR

The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the 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.

8 TERMINATION

- 8.1** The City has the right to terminate this Agreement or a product under this Agreement with cause immediately upon material breach that has not been cured within ten (10) days of written notice of such breach and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.
- 8.2** Notwithstanding the preceding paragraph, the City may terminate this Agreement if the 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 8.3** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
- 8.4** Upon termination of this Agreement, with or without cause, the 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 this Agreement and shall refund to the City any prepaid cost or expenses.
- 8.5** If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

9 EXAMINATION OF RECORDS AND AUDITS

- 9.1** Any authorized agent of the City, including the City Auditor or their 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 Concessionaire's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Concessionaire shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.
- 9.2** In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

10 WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

11 INSURANCE

- 11.1** Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in ***Exhibit C*** ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in ***Exhibit C***. All certificates of insurance must be received and accepted by the City before any airport access or work commences. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance.

At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

- 11.2** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.
- 11.3** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 11.4** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
- 11.5** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

12 DEFENSE AND INDEMNIFICATION

- 12.1** The 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 for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 12.2** The 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. the Contractor’s duty to defend and indemnify City shall arise

even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

- 12.3 The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- 12.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 12.5 The 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 that any Deliverable or Service, software, or Work Product provided by the Contractor under this Agreement (collectively, "**IP Deliverables**"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.
- 12.6 The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S.
- 12.7 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13 **LIMITATION OF THE CONTRACTOR'S LIABILITY**

TO THE EXTENT PERMITTED BY LAW, THE LIABILITY OF THE CONTRACTOR, ITS SUBCONTRACTORS, AND THEIR RESPECTIVE PERSONNEL TO THE CITY FOR ANY CLAIMS, LIABILITIES, OR DAMAGES RELATING TO THIS

AGREEMENT SHALL BE LIMITED TO DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT LOSSES, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, LOSS OR UNAUTHORIZED DISCLOSURE OF CITY DATA, NOT TO EXCEED THREE (3) TIMES THE MAXIMUM AGREEMENT AMOUNT PAYABLE BY THE CITY UNDER THIS AGREEMENT. NO LIMITATION ON THE CONTRACTOR'S LIABILITY TO THE CITY UNDER THIS SECTION SHALL LIMIT OR AFFECT: (I) THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS TO THE CITY UNDER THIS AGREEMENT; (II) ANY CLAIMS, LOSSES, OR DAMAGES FOR WHICH COVERAGE IS AVAILABLE UNDER ANY INSURANCE REQUIRED UNDER THIS AGREEMENT; (III) CLAIMS OR DAMAGES ARISING OUT OF BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PROPERTY OF THE CITY; OR (IV) CLAIMS OR DAMAGES RESULTING FROM THE RECKLESSNESS, BAD FAITH, OR INTENTIONAL MISCONDUCT OF THE CONTRACTOR OR ITS SUBCONTRACTORS.

14 COLORADO GOVERNMENTAL IMMUNITY ACT

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

15 COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES

The Contractor shall comply with all applicable existing and future laws and DEN Rules and Regulations and policies in performing the Services under this Agreement. Any of the Contractor's 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 the Contractor upon request.

16 SERVICE LEVEL AGREEMENTS; FUNCTIONALITY MATRIX

To the extent the Contractor provides service level commitments in connection with its provision of any Work purchased hereunder, the Contractor shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of the service level agreement attached hereto and incorporated herein as ***Exhibit D***.

17 TECHNOLOGY SPECIFICATIONS

17.1 Vendor Supported Releases. The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (by way of example, but not limitation: Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

- 17.2 Additional Products or Services.** The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the SVP, or other designated DEN personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.
- 17.3 Reoccurring Security Audits.** Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 16/SOC 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. The Contractor will provide the City the results of the above audits. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits

17.4 Transition of Services. Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City without any interruption of or adverse impact on the Services or any other services provided by third parties under this Agreement. All Services related to such transition shall be performed at no additional to the City. The Contractor shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

17.5 Disaster Recovery and Continuity.

17.5.1 The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

17.5.2 Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

17.5.2.1 A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

17.5.2.2 Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

17.5.2.3 Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

17.5.2.4 The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

18 DELIVERY AND ACCEPTANCE

18.1 Acceptance & Rejection. Software, technology services, or other deliverables created and/or delivered pursuant to this Agreement (collectively, “**Deliverables**”) will be considered accepted (“**Acceptance**”) only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor’s failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor’s gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its attachments by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City’s satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

18.2 Quality Assurance. The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor’s delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

18.3 License to Deliverables. Effective upon Acceptance of each Deliverable, the Contractor grants the City a nonexclusive, royalty-free license to reproduce, modify, display, and use such Deliverable, and all intellectual property rights necessary to use the Deliverable as authorized, as necessary for the City’s internal business purposes, provided the City complies with any license restrictions set forth

in this Agreement and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Deliverable unless agreed by the Parties in writing.

- 18.4 Incorporation of Deliverables.** Upon Acceptance, each Deliverable will thereafter be subject to this Agreement's terms, including without limitation license, warranty, and indemnity terms.

19 WARRANTIES AND REPRESENTATIONS

- 19.1** Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, the Contractor warrants that any Work or Deliverable provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Contractor warrants that any Work or Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Deliverable and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- 19.2** Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within ten (10) business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:
- 19.2.1** The Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or
- 19.2.2** The Contractor shall refund to the City all amounts paid for such Work or Deliverable, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.
- 19.3** Any Work or Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

- 19.4 Customization Services.** The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.
- 19.5 Third-Party Warranties and Indemnities.** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.
- 19.6 Intellectual Property Rights in the Software.** The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.
- 19.7 Disabling Code.** The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the 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, resources, or data (a "**Disabling Code**"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to

City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

20 ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

- 20.1 Compliance.** The Contractor shall comply with, and the Work and Work Product 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**”). 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.
- 20.2 Testing.** The City may require the Contractor’s compliance to be determined by a third party selected by the City to attest that the Contractor’s has performed all obligations under this Agreement in compliance with §§ 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.
- 20.3 Validation and Remediation.** The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a “roadmap” for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

21 CONFIDENTIAL INFORMATION

- 21.1** “Confidential Information” means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (“**CORA**”), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “**Disclosing Party**”) or permit the other Party (the “**Receiving Party**”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-

employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

- 21.2 The Contractor shall provide for the security of Confidential Information and information which may not be marked but constitutes personally identifiable information or other federally or state regulated information (“**Regulated Data**”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.
- 21.3 Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality 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.
- 21.4 Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against

disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

22 SENSITIVE SECURITY INFORMATION

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

23 DATA MANAGEMENT, SECURITY, AND PROTECTION

23.1 Compliance with Data Protection Laws and Policies. The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, *when applicable*, the most recent iterations of § 24-73-101, *et seq.*; C.R.S., IRS Publication 1075; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard (“PCI- DSS”), and the Minimum Acceptable Risk Standards for Exchanges (collectively, “**Data Protection Laws**”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City. The Contractor shall comply with all rules, policies, procedures, and standards issued by Denver International Airport and the DEN Business Technology section.

23.2 Safeguarding Protected and Sensitive Information. “Protected Information” means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73- 101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected

Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

23.3 Data Access and Integrity. The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data obtained in connection with the services provided herein. The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. 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 this Agreement. The City retains the right to use the Work to access and retrieve data stored on the Contractor's infrastructure at any time during the Term. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

23.4 Response to Legal Orders for City Data. If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City

with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

23.5 Data Retention, Transfer, Litigation Holds, and Destruction. Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the City's data and record retention policies. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. The Contractor shall not transfer or maintain data under this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request, at no additional cost to the City, that the Contractor preserve such data outside of record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Contractor and its third-party services providers must develop and maintain a written policy for the destruction of such records.

23.6 Software and Computing Systems. At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving

industry standards The 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. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat.

23.7 Background Checks. The Contractor shall ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary 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 Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq.*, related to federal tax information.

23.8 Subcontractors and Employees. If the Contractor engages a Subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all 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 so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

23.9 Security Audit Access. The Contractor shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this

Agreement. Such access and information shall include an annual SSAE 16/SOC 2 audit, or an alternative audit recommended by the City, and the Contractor shall comply with the City's annual risk assessment and the results thereof. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder.

23.10 Unauthorized Data Disclosure.

23.10.1 Security Breach. If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("**Security Breach**"), the Contractor shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data 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's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

23.10.2 Cooperation. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. Unless the Contractor can establish that neither it nor any of its agents, employees, assigns, or Subcontractors are the cause or source of the Security Breach, the Contractor shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.

23.10.3 Reporting. The Contractor shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Contractor has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Contractor has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

23.10.4 Costs. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law- enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach.

23.10.5 Remediation. After a Security Breach, the Contractor shall take steps to reduce the risk of incurring a similar type of Security Breach in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. The City may adjust or direct modifications to this plan, and the Contractor shall make all reasonable modifications as directed by the City. The City may, in its sole discretion and at the Contractor's sole expense, require the Contractor to engage the services of an independent, qualified, City- approved third party to conduct a security audit. The Contractor shall provide the City with the results of such audit and evidence of the Contractor's planned remediation in response to any negative findings. Implementation of corrective actions to remedy the Security Breach and restore the City's access to the Work shall occur within five (5) calendar days of the date the Contractor becomes aware of any Security Breach.

23.11 Request for Additional Protections and Survival. In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a

request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

24 DEN SECURITY

- 24.1** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.
- 24.2** Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

25 FEDERAL RIGHTS

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

26 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.

27 ASSIGNMENT; SUBCONTRACTING

The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign.

28 NO THIRD-PARTY BENEFICIARY

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

29 NO AUTHORITY TO BIND CITY TO CONTRACTS

The 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.

30 AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS

Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

31 PAYMENT OF CITY MINIMUM WAGE

The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage 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 Ordinance 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.

32 PAYMENT OF PREVAILING WAGE

To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City- owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

- 32.1.1** Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.
- 32.1.2** Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- 32.1.3** Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- 32.1.4** Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
- 32.1.5** If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

33 DIVISION OF SMALL BUSINESS OPPORTUNITY ("DSBO") PROVISIONS

No DSBO program applies to this Agreement.

34 **SEVERABILITY**

Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.

35 **CONFLICT OF INTEREST**

No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, 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 this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

36 **NOTICES**

All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address on the first page of this Agreement, and if to the City at:

Chief Executive Officer
Denver International Airport
8500 Pena Blvd., 9th Floor
Denver, CO 80249

With a copy to:

Denver City Attorney's Office
DEN Legal
8500 Pena Blvd., 9th Floor
Denver, CO 80249

Notices hand delivered, sent by overnight courier, or electronic mail 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 electronic and 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.

37 DISPUTES

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

38 GOVERNING LAW; VENUE

This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

39 BOND ORDINANCES

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

40 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.

41 LEGAL AUTHORITY

The 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a

dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

42 LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

43 NO CONSTRUCTION AGAINST DRAFTING PARTY

The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

44 ORDER OF PRECEDENCE

In the event of an irreconcilable conflict between a provision of this Agreement and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix: Standard Federal Assurances

This Agreement

Exhibit A – Contract Insight Enterprise Software License and Hosting Services Agreement

Exhibit B – Scope of Work

Exhibit B-1 – Rates and Fees

Exhibit C – Insurance Requirements

Exhibit D – Service Level Agreement

45 SURVIVAL OF CERTAIN PROVISIONS

The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the 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.

46 INUREMENT

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

47 **TIME IS OF THE ESSENCE**

The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

48 **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 manufactures, 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 and/or other substantially similar occurrences beyond the Party's reasonable control ("**Excusable Delay**"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

49 **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.

50 **CITY EXECUTION OF AGREEMENT**

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

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

51 ADVERTISING AND PUBLIC DISCLOSURE

The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City's written approval. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

52 EXTERNAL TERMS AND CONDITIONS DISCLAIMER

Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements appearing on the 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.

53 PROHIBITED TERMS

Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*.

54 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

55 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

The Contractor consents to the use of electronic signatures by the City. This 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 this 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 this 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.

56 ATTACHED EXHIBITS INCORPORATED

The following attached exhibits are hereby incorporated into and made a material part of this Agreement:

Appendix: Standard Federal Assurances

This Agreement

Exhibit A – Contract Insight Enterprise Software License and Hosting Services Agreement

Exhibit B – Scope of Work

Exhibit B-1 – Rates and Fees

Exhibit C – Insurance Requirements

Exhibit D – Service Level Agreement

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202477306-00
COBBLESTONE SYSTEMS CORP.

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:

PLANE-202477306-00
COBBLESTONE SYSTEMS CORP.

By:

Signed by:

Bradford Jones

20D840815713405...

Bradford Jones

Name:

(please print)

VP

Title:

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Appendix

Standard Federal Assurances

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Contract Insight® Enterprise Software License and Hosting Services Agreement

This CobbleStone® Software license agreement ("Agreement") is entered into and by and between CobbleStone Systems Corp. d/b/a CobbleStone Software ("Company") located at 428 South White Horse Pike, Lindenwold, NJ 08021 and Denver International Airport, 8500 Pena Blvd., Denver CO 80249, (each a "Party" and collectively the "Parties").

WHEREAS Company provides software such as Contract Insight Software, CobbleStone e-Procurement Software, CobbleStone Vendor Management Software, CobbleStone e-Sourcing Software, and other Company software products as commercial off-the-shelf software, and Company has experience in providing software application hosting services for its Licensed Software (as further defined in this Agreement) and is willing to provide services to Licensee based on this background; and

WHEREAS Licensee seeks to license access to the Licensed Software and its Documentation provided by Company and desires to have hosting services for the Licensed Software provided by Company;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

"Activation" means the point in time in which Licensee is provided with credentials to login and access the production instance (or other particular instance as referenced in Exhibit B) of the Licensed Software.

"Concurrent End User" means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

"Documentation" means the user guides, online help/wiki, release notes, and training materials provided by Company to Licensee in connection with the SaaS Services, as updated and amended from time to time.

"Downtime" means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application's external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

"End User" means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in Exhibit B. The total End Users shall be defined in accordance with the total number of either Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in Exhibit B.

"Licensed Software" means Company's proprietary Contract Insight application software and/or website, including all features, functions, and add-on modules purchased or obtained from Company.

Licensed Software includes any modifications, Updates, Upgrades, patches, services thereto, derivative works, and Feedback related to such software. The Licensed Software is considered delivered upon Activation.

Exhibit A

“Licensee” means the customer designated as such above and includes its End Users.

“Named End User” means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

“Priority Downtime” means the timeframe Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect Licensee’s data, apply emergency fixes, respond to hack attempts, data security events, other attacks, or viruses, protect the data center, and to respond to regulations as per applicable law.

“Professional Services” means the services identified as “Optional” services in Exhibit B, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit B. Professional Services will be mutually scheduled between the Parties. Any services not purchased under Exhibit B are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include SaaS Services.

“SaaS Services” means the services purchased by Licensee in Exhibit B, including (i) limited access to and use of the Licensed Software, (ii) hosting services, (iii) standard support/maintenance services, and (iv) other similar services provided by Company in accordance with the Documentation. SaaS Services do not include Professional Services.

“Scheduled Maintenance” means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application’s performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. Company’s daily Scheduled Maintenance is between 1:00 AM and 4:00 AM in the time zone in which Licensee’s assigned data center is located.

“Server Session” means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and inactive period.

“Services” means, collectively, Professional Services and SaaS Services.

“Update” means any engineering patch intended to fix bugs and errors in the Licensed Software.

“Upgrade” means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

2. DESCRIPTION OF SERVICES

Company will provide the following Services either directly or by acquiring them from third parties:

Exhibit A

- 2.1 **Application Hosting Services.** Company will provide to Licensee the Licensed Software over the internet as a software-as-a-service (SaaS) from Company's or Company-retained third-party data center to the publicly facing internet connection IP address. Company will provide access to a single instance of the software application as specified in Exhibit B. Additional instances are excluded unless specified in Exhibit B. The Activation date for the Licensed Software will occur within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement, provided that Licensee timely supplies all necessary information to Company.
- 2.2 **Service Levels.** The production instance of the Licensed Software will be available from the web application server 99.9% of the time excluding Scheduled Maintenance, Priority Downtime, and Emergency Suspension (as described below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed; for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, disk space and specifications. The application web service is defined as an http or https response from Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of SaaS Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of Company, Company cannot guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and confirmed by Company and the Service Levels have not been met, Company shall issue to Licensee a credit in accordance with the purchased Service Levels. In no event will Company's maximum credit or liability to Licensee or any third party exceed the equivalent of the license fees paid for the month in which the outage occurred. Service Levels obligations and credit requirements shall apply only to production instances of the Licensed Software.
- 2.3 **Emergency Suspension.** For emergency purposes, Company shall have the right to temporarily suspend Services to apply emergency fixes and support at any time as deemed necessary by Company.
- 2.4 **Maintenance Support.** Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States federal holidays. Emergency support includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Maintenance support will be provided in English unless translation services are specifically purchased in Exhibit B. Maintenance support excludes training, formal consulting services, and specific work relating to Licensee without an approved work order unless specifically purchased in Exhibit B. All other services will be provided on a fee basis.
- 2.5 **Additional Services.** Professional Services as purchased in accordance with Exhibit B shall be delivered based on the hours or items purchased and as per the requirements stated in Exhibit B. Scheduling for such Professional Services will be mutually agreed to between the Parties in

Exhibit A

advance and may be changed as mutually agreed to between the Parties. Any items not purchased in Exhibit B are specifically excluded from any deliverables.

Charges for additional products or services as set forth in any subsequent purchase order or change order shall be as set forth in that agreement and subject to Company's then-current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); secure licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.

- 2.6 **Data Backups and Extracts.** "Backups" are defined as the standard data backup services provided by Company, which include rolling thirty (30) day daily, off-site backups. Company will use commercially reasonable efforts to ensure the reliability of Backups; however, Company cannot guarantee or warrant any specific level of service as related to Backups. In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery may take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster. At Licensee's request, but no more than once annually, Company will provide one (1) data extract or full restore within fifteen (15) days after such request in writing or otherwise as agreed to in writing between Parties. Additional extracts or restores may be purchased separately.

3. TERM AND TERMINATION

- 3.1 **Term.** The Term is set forth in Contract No. PLANE202477306.

- 3.2 **Effect of Termination.** Upon termination or expiration of this Agreement:

- (a) Company may immediately cease providing the SaaS Services and all license rights granted to Licensee under this Agreement shall terminate;
- (b) Licensee shall automatically consent to the termination of any software escrow agreement (if purchased) for the Licensed Software;
- (c) Licensee shall pay to Company all amounts due for Services provided prior to the date of termination for which Company has not yet been paid;
- (d) Company shall refund to Licensee any pre-paid, unused fee amounts for the portion of the contract term remaining, less any amounts due to Company by Licensee as per subsection (c); and
- (e) Company will retain Licensee's data for thirty (30) days after termination; thereafter, Company may decommission and purge Licensee's data. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

4. PRICING AND PAYMENT

- 4.1 **Invoicing and Payments.** Licensee will be invoiced for license fees, annual support/maintenance fees, and the one-time deployment fee upon Activation. Licensee will be invoiced monthly for Professional Services performed that month. For usage or commitment plan based pricing (if specified in Exhibit B), Company shall invoice Licensee for the total

Exhibit A

amount of the committed or usage plan in the amounts and quantities specified in Exhibit A. For usage that is over the volume specified in Exhibit B, Company may invoice Licensee at the current plan's unit price specified in Exhibit B for the usage levels that month that exceed the current plan specified in Exhibit B. Document storage and usage calculations may be calculated monthly and invoiced each month based on the current usage levels per month.

Exhibit A.

- 4.2 All pricing and currency amounts are expressed in United States Dollars. **Tariff/Tax Applicability.** In the event that any items ordered by Licensee are or become subject to a tax or tariff, Licensee will pay or reimburse Company for any tariff fees, taxes, and other charges imposed as a result of this Agreement, including sales and use taxes, duties, or levies imposed by any authority, government, or government agency (excluding taxes on real estate owned by Company or taxes levied on Company's net income).

5. TITLE AND LICENSING

- 5.1 **Intellectual Property.** Unless expressly provided otherwise, Company retains all ownership of and intellectual property rights in and to the Licensed Software, Documentation, and Services, including without limitation copyrights, trademarks, and trade secrets, and all modifications, enhancements, changes, and additions thereto (whether initiated by Company or in response to Licensee's request) (collectively, "Company IP"). To the extent Licensee acquires rights in Company IP, Licensee assigns such rights to Company. All Company IP constitutes valuable trade secrets of Company and shall be considered Confidential Information.
- 5.2 **Licensee Data.** Unless expressly provided otherwise, Licensee retains all right, title, and interest in any proprietary or confidential materials provided to Company by Licensee in connection with Company's provision of the Services (collectively, "Licensee Data"). All Licensee Data shall be considered Confidential Information. Licensee is solely responsible for ensuring that any Licensee Data input to the Licensed Software does not infringe or misappropriate the copyright, trademark, trade secret, or other intellectual property rights of any third party or contain obscene or malicious content. Company is not liable for the content of Licensee Data.
- 5.3 **License Grant.** Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, Company hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Licensed Software and Documentation, as specified in Exhibit B. Licensee acknowledges that the Licensed Software is being licensed, not sold.
- 5.4 **Limitations of Use.** Company reserves all rights not expressly granted in this Agreement. Licensee may not: (i) copy, rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software; (iii) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (iv) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (v) export the

Exhibit A

Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vi) combine the Licensed Software with third-party software, unless expressly approved in writing by Company; or (vii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Except for the license granted hereunder, this Agreement does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Licensee or to any third party.

- 5.5 **Limitations of Use – AI.** Licensee may not use any artificial intelligence (“AI”) products or services included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.
- 5.6 **Feedback.** Company may use any communications or materials provided by Licensee or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like (“Feedback”). Licensee hereby grants to Company a royalty- free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires Company to use Feedback in any way.

6. LICENSEE RESPONSIBILITY

- 6.1 **Unauthorized Disclosure or Use.** Licensee agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Licensee shall notify Company within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.
- 6.2 **Harmful Code, Malware, and Viruses.** Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, intrusion, hacks, and denial of service attacks into the Licensed Software and provide adequate security protection for its End Users. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its End Users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall cooperate with Company to eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee’s expense.
- 6.3 **Compliance with Laws and Regulations.** The Licensee agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as “spam” e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that

may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including Service Level obligations, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach.

- 6.4 **Licensee Bankruptcy and Default.** Licensee will be considered in material breach of this Agreement in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

7. **VISDOM+ ADDITIONAL TERMS**

The terms and conditions in this section 7 are only applicable if Licensee has purchased VISDOM+.

- 7.1 **VISDOM+ Terms.** VISDOM+ leverages Company's proprietary artificial intelligence technology by Company and by AI Processor. AI Processor may act as data subprocessor for any information input into VISDOM+. Company is not a data controller of any information processed while using VISDOM+. Company may alter or cease to offer VISDOM+ to Licensee at any time with reasonable advance notice to Licensee. Licensee's users control the content and amount of information uploaded to VISDOM+. AI Processor may process Licensee data through VISDOM+ for generating or analyzing documents, chatting with system users, or to carry out other VISDOM+ features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in VISDOM+. The AI Processor as of the effective date is OpenAI. Company may change the AI Processor with reasonable advance notice to Licensee.
- 7.2 **VISDOM+ Pricing.** Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Licensee. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, Company may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Licensee will be invoiced monthly for VISDOM+ fees.

8. **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent through e-mail, or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:
Denver International Airport
DEN Legal
8500 Pena Blvd, Room 9810
Denver, CO 80249

If by e-mail:

If for Company:

CobbleStone
Systems Corp.
Attn: Legal
428 South
White Horse
Pike
Lindenwold,
NJ 08021

If by e-mail: Legal@CobbleStoneSoftware.com

E-mail shall be an acceptable form of delivery if confirmed by recipient. Mailing and e-mail addresses may be changed from time to time by either Party by providing written notice to the other Party in the manner set forth above.

9. CONFIDENTIAL INFORMATION

- 9.1 **Confidential Information.** Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential Information shall include the Licensed Software, Documentation, Company IP, Licensee Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence.
- 9.2 **Nondisclosure.** Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required. The receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.

- 9.3 **Exceptions.** Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and Feedback provided by Licensee as suggestions to improve or update the services and data derived therefrom), and Company will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

10. WARRANTIES AND DISCLAIMERS

10.1 Warranties. Company warrants that:

- (a) all goods utilized by Company in providing the Services will be in good working order and will conform to the Documentation on the date of Activation;
- (b) all work performed by Company in providing the Services will be performed in a good and workmanlike manner;
- (c) the Licensed Software shall perform in all material respects in accordance with the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and Company will refund to Licensee a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software configurations. The Licensed Software allows authorized End Users to add, alter, and delete data in a manner consistent with the functionality of the Licensed Software which may not be recoverable by Company outside of the backup retention period. Licensee expressly assumes all risk for its data and use.
- (d) Company has sufficient legal rights to provide the Services to Licensee.

10.2 Warranties Disclaimer. **THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10.3 Additional Disclaimers. Licensee acknowledges that information available from or through the Licensed Software or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of such data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data, and/or information

residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing the Services, including but not limited to internet connectivity, web hosting, server allocation, or dedicated web hosting. The use of any information obtained from or through the Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

11. Intentionally Deleted.

12. Intentionally Deleted.

13. GENERAL

13.1 **Assignment.** Licensee's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.

13.2 **Data Processing.** The Data Processing Addendum located at <https://www.cobblestonesoftware.com/hubfs/DataProcessingAgreement.pdf> is incorporated into this Agreement by reference.

13.3 **Outside Licenses.** In connection with providing the Services and Licensed Software, Company may make available third-party content, including data, information, applications, systems, products, services, or materials. Such content is subject to its own terms and conditions as may be agreed by Licensee and the relevant third party. Disclosures for Open Source Licenses utilized in the Licensed Software are available at <https://wiki.cobblestonesoftware.com/docs/opensourcesoftware>.

13.4 **Performance.** Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, endemics, pandemics, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

13.5 **Waiver.** The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of Company's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.

13.6 **Publicity.** Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Licensee's name in bids, proposals, audits, or as required by applicable laws or regulations, or as legally compelled to do so.

13.7 **Independent Contractor.** Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has

Exhibit A

the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.

- 13.8 **Survival.** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Those sections of this Agreement which, by their nature, should survive expiration or termination, including but not limited to Sections 3 (Term and Termination), 4 (Pricing and Payment), 5.4 (Limitations of Use), 9 (Confidential Information), 10.3 (Additional Disclaimers), , and 13 (General), shall survive beyond the expiration or termination of this Agreement.
- 13.9 **Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.
- 13.10 **Legal Counsel.** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either Party on the basis of that Party being the drafter of such language.
- 13.11 **Headings and Captions.** Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

Exhibit B

Statement of Work

1. IMPLEMENTATION SERVICES

The Denver International Airport (DEN) is soliciting competitive proposals from qualified firms to design and implement a contract procurement and management system and supporting database(s) and infrastructure as necessary to support the system use cases (Attachment A) and requirements (Attachment B). The Vendor shall provide a complete solution that includes all necessary software, software licenses, and professional services. The services required include, but are not limited to, the following:

- A. The Vendor shall provide all necessary software, software licenses, and labor to design, configure, and implement the contract procurement and management system in accordance with the specifications provided herein. Commercial software packages shall have all registration and licensing documentation filed indicating the City and County of Denver as the owner of the software. Costs for commercial off-the-shelf software licenses shall be included for the duration of the contract at a minimum.
- B. The Vendor shall perform coordination with DEN stakeholders (including, but not limited to, DEN Business Management Services Division, Denver Business Technologies (BT) Division, etc. as required) to finalize all design requirements. The Vendor shall coordinate with the designated DEN point of contact to identify all stakeholders.
- C. The Vendor shall be responsible for the design, implementation, and configuration that meets or exceeds the requirements of the functional and technical specifications provided herein. In doing so, the Vendor shall provide the following services including, but not limited to:
 - 1. Project management and coordination
 - 2. System design services, including coordination with DEN staff to develop system rules.
 - 3. System installation, configuration, interface, and integration.
 - 4. Coordination with DEN and alignment with DEN processes, procedures, etc. for change management and information security.
 - 5. Interface and Integration with existing systems as required.
 - 6. System testing, including the development of a test environment that is coordinated with DEN BT.
 - 7. System training
 - 8. System commissioning

Exhibit B

9. System support

- D. For all cloud services, the Vendor shall identify the geographic location of any data center where DEN data will be processed and/or stored. U.S.-based data centers shall be used for this project to the extent possible.
- E. Project implementation will be a phased approach and the Vendor shall be required to develop a phased implementation plan and schedule. The Vendor and DEN will discuss and coordinate, before design phase completion, the development of the final phased implementation approach in terms of the final deployment schedule.
- F. Any design requirements specified herein are provided for general guidance and standardization. The Vendor may propose alternative solutions to any of the design requirements. In addition to the base design requirements, the Vendor shall provide any additional functionality that it deems beneficial to DEN. These additional elements and/or alternatives shall be proposed as options.
- G. The Vendor shall prepare the necessary documents required for installing, configuration, testing, and deploying the system. Such documents include, but are not limited to:
 - 1. Project management and quality assurance plans
 - 2. Development documentation
 - 3. Test cases
 - 4. Testing plans
 - 5. System user training plan and user documentation
 - 6. Support plans including recommended Service Level Agreements (SLA), final SLA to be negotiated with DEN.
- H. The Vendor shall coordinate with representatives of DEN to ensure the system meets the stated requirements as well as the goals of all stakeholders. As such, the Vendor shall conduct workshops with Airport stakeholders to finalize the following design components, as a minimum. Workshops include but are not limited to:
 - 1. Functional requirements validation
 - 2. Technical requirements validation
 - 3. Any required joint application development (JAD) sessions with business process SMEs
 - 4. Systems design review
 - 5. Use case validation
 - 6. Test case validation

Exhibit B

7. Reporting and canned report configurations

- I. The Vendor shall comply with codes, ordinances, statutes, rules, regulations, and other legal requirements of public authorities which bear on the performance and execution of work both in effect at the time of proposal and as may later be adopted.
- J. System Design – The Vendor will develop the system design for all required system elements. At a minimum, the following documents will be provided to DEN:
 - a) Requirements Traceability Matrix (RTM): The RTM will document how each functional and technical requirement is related to a specific design artifact, such as a test case and its subsequent results, to demonstrate the fulfilment of the requirements.
 - b) System Design Document (SDD): The SDD will describe the system architecture, functional capabilities, and all aspects of system communications, system integrations, system security, system software, system hardware, system performance, and system maintainability. The Vendor is responsible for coordinating with DEN and system vendors, as required, to develop system interfaces to the systems.
 - c) Integration Design Document (IDD): The IDD shall be developed for each integration and shall provide the functional and technical descriptions and guidelines for the required data, hardware, transport, protocol, and software configurations for each interface. This document shall reflect standards-based protocols, interfaces, and a modular approach to each system to be integrated. Each IDD shall be submitted for review and approval by DEN in accordance with the overall submittal schedule.
 1. Each IDD shall include the following sections: General Architecture, Functional Characteristics, Data Formats (as applicable), application programming interfaces, Translation Tables (as applicable), and Transport Definition
 - d) As airports are considered critical infrastructure by The Department of Homeland Security, DEN's Information Security programs use NIST as its foundation for data privacy, IT risk management, and protecting DEN from cybersecurity threats. Since all IT services at DEN leverage NIST as a security standard, we ask that any proposers to this RFP outline which of the NIST 800-53r5 security controls are in place for the IT components of your service.
 - e) Any Vendor providing an off-site hosted solution architecture, shall comply with AICPA Trust Service Principles Section 100 and submit a SOC2/Type2 report before System Design Review; and

Exhibit B

shall conform to FedRAMP cybersecurity requirements/framework. Proof of conformity shall be submitted to the DEN before SDR and after the award of the Contract.

- K. Acceptance Test: The Vendor shall develop an Acceptance Test Plan (ATP) that encompasses all testing required for DEN to fully accept the System. The ATP shall address the functional requirements, system interfaces, system access, and security requirements, system admin functions, system performance, system monitoring, and reporting functions for each System to ensure compliance with the specification requirements and the final SDD. The ATP shall identify test procedures, test steps, test sequences, expected results, and test acceptance criteria with a sign-off area for each test by the DEN and Airline representatives. The ATP shall include end-to-end testing between the Systems. The ATP shall be submitted to the DEN for review and approval in accordance with the submittal schedule.
- L. Configuration Management: The Vendor shall develop a Configuration Management Plan for tracking and controlling changes in the software. It shall cover procedures for revision control and the establishment of baselines. It shall identify the following:
 - 1. Configuration identification - Identifying configurations, configuration items, and baselines.
 - 2. Configuration control - Implementing a controlled change process. The Vendor shall follow DEN's written change management process when changes are made to the production environment.
 - 3. Configuration status accounting - Recording and reporting all the necessary information on the status of the development process.
 - 4. Configuration auditing - Ensuring that configurations contain all intended parts and are sound with respect to their specified documents, including requirements, architectural specifications, and user manuals.
 - 5. Build management - Managing the process and tools used for builds.
 - 6. Defect tracking - Making sure every defect has traceability back to the source.
- M. Disaster Recovery: The Vendor will document the process or set of procedures to recover and protect the System in the event of a disaster. DEN's recovery objective after a disaster is four (4) hours for the system to return to operational status. A disaster is declared when all primary and secondary System(s) are not operational. It will specify procedures to follow in the event of a disaster and actions to be taken before, during, and after a disaster. The primary objective is to protect DEN and airlines if all or part of its operations and/or computer services are rendered unusable. The Disaster Recovery Plan shall minimize the disruption of operations and ensure that some level of

Exhibit B

organizational stability and an orderly recovery after a disaster will prevail. A Disaster Recovery Plan shall answer at least three basic questions: (1) what its objective and purpose is, (2) who will be the people or teams who will be responsible in case any disruptions happen, and (3) identify what these people will do (the procedures to be followed) when the disaster strikes. The Vendor shall design and document all processes and procedures of the Disaster Recovery Plan. The Disaster Recovery Plan shall be provided to DEN in an electronic format for review and approval. The final Disaster Recovery Plan shall be provided to DEN in electronic and hard copy format.

- N. System Installation and Test - Two environments shall be installed and tested for each system regardless of whether servers are hosted on-site or off-site. These are the Test/Development Lab Environment and the Production Environment. It will be up to the Vendor to determine if the System is implemented sequentially or concurrently. The sequence of installation and test for the System is as follows:
1. Installation of test/development lab environment
 2. Preliminary Acceptance Test in Test/Development Lab
 3. Server installation in the Production Environment
 4. Validation Test of Production Environments
 5. Cutover Readiness Review
 6. System Cutover in accordance with Transition/Cutover Plan
 7. Final System Acceptance
- O. System Transition/Cutover: The Systems shall be implemented with no loss of operations for DEN. A highly detailed transition plan is critical to ensure a smooth cutover to the new Systems. The Vendor shall deliver a Transition/Cutover Plan describing the schedule for a phased System implementation, testing, Airport coordination activities, and tasks for cutover to operational service. It shall include implementation in a non-production environment and after successful testing, data migration of the live System data to production. A schedule of activities for both Vendor and DEN shall be provided to DEN thirty (30) days before the System cutover. Preferred hours for transition activities are 2am-4am, seven (7) days a week, but the Vendor shall coordinate with DEN and receive written approval before performing any cutover tasks. Dependencies between tasks shall be included. The Transition Plan/Cutover shall address the following:
1. Prerequisites to system cutover
 2. Notification plan and procedures to all stakeholders involved in the cutover process
 3. Responsibilities of all Parties involved in cutover

Exhibit B

4. Schedule of step-by-step activities to migrate from old systems to the new ones
 5. Tasks and dependencies of all Vendor, DEN, and subcontractor responsibilities
 6. Implemented measures to ensure there are no outages of the existing system
 7. Fall-back process and procedures if cutover does not go as planned.
- P. Training – The Vendor shall be responsible for providing overall user, maintenance, and system administrator training. Below are the specific training requirements which are part of the scope of work:
1. Training Plan developed by Vendor shall include the types of training and a recommendation to Personnel on who should attend the training (“Training Plan”). shall develop a comprehensive Training Plan for all users and systems administrators. The Training Plan will cover user training, systems administration, systems configuration, and systems maintenance.
 2. The Vendor shall fully instruct DEN and key stakeholders in the operation, administration, and maintenance of all products, equipment, and Systems.
 3. Training shall include the use of the system’s reporting tool to allow end-users to develop customized reports without Vendor support.
 4. All training shall be completed a minimum of two (2) weeks before System cutover. The training schedule is subject to DEN’s approval.
 5. Training shall be conducted by experienced Vendor staff and supported by training aids. An adequate number and amount of training material shall be provided by the Vendor. Functional flow-charts and descriptive material for all software functionality shall be provided as part of the training.
 6. The Vendor shall conduct the required training at times as determined by DEN. The class schedules shall accommodate the shift schedules of DEN personnel and shall be approved by DEN in advance.
 7. The Vendor shall deliver a video recording of each training course to DEN. All course materials shall be provided to DEN for use in future training.
- Q. Vendor Submittals
1. Pre-Award Submittals (submitted with proposal documentation):
 - a) Refer to the base RFP for all submittals that are required to be included with the proposal.
 2. Post-Award Submittals (submitted after contract award): All submittals are subject to DEN approval. Contract submittals shall be submitted for one round of review and comment by DEN.
 3. The delivery dates of submittals will be negotiated unless specified

Exhibit B

herein. The Vendor shall supply any submittal within five (5) working days if requested by DEN.

4. The Vendor shall provide the following submittals in addition to those already required throughout the document:
 - a) Submittal Schedule
 - b) Detailed Project Schedule as defined herein.
 - c) System Design Document (SDD): The SDD will describe the system architecture, functional capabilities, and all aspects of system communications, system interfaces, system security, system software, system hardware, system performance, and system maintainability. The Vendor is responsible for coordinating with DEN, system vendors, and airlines, as required, to develop system interfaces to the systems. SDD will contain diagrams for both the physical and logical architecture of their solution.
 - d) Phased Implementation/Deployment Plan: Provide before finalizing the design phase, a mutually agreed plan with DEN for the phased implementation and deployment of the system solution.
 - e) Integration Design Documents (IDDs) for each identified interface/integration.
 - f) System Drawings: The Vendor shall submit drawings that clearly illustrate the proposed system(s) architecture and show the normal flow of data throughout the system(s).
 - g) User Documentation: The Vendor shall supply User operation and procedures documentation that explains how the system(s) operate from a user perspective, along with procedures for use and draft SLAs regarding performance levels that may be desired. This documentation shall be in accordance with and contain at least as much information as that included within the system(s) online help system. The information included in this documentation shall be covered during system training provided by the Vendor.
 - h) Documentation Reference: The Vendor shall supply a complete list and cross- reference of all supplied documents (i.e., name, brief description, and document number).
 - i) Training Plan: The Vendor shall supply training plans and course materials for all required training as described herein.
 - j) COTS Software Report: The Vendor shall provide a document identifying each Common Off-The-Shelf (COTS) software package. The submittal shall state the purpose of the software package, where it shall be used, and how it shall be used. The software license information shall be included.

Exhibit B

- k) Response Escalation Plan: The Vendor shall submit a recommended response escalation plan that defines the level of severity of a problem and the associated service response times. The use of this response plan and its details will be negotiated with DEN. Repairs are to be made as expeditiously as possible. If parts are immediately unavailable, the fastest means of shipment shall be used, including overnight-expedited shipping.
 - l) Disaster Recovery Plan: Due to the critical nature of airport operations, the Vendor shall prepare a disaster recovery plan. The Vendor shall include a description of how the Vendor will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment, and other requirements to ensure that the DEN systems are up and running properly throughout a disaster scenario. Provide a timetable detailing actions in a “cause and event” scenario. A summary description of the Vendor’s plan shall be provided with the proposal response, and a detailed “disaster recovery plan” shall be delivered to DEN within 90 days of notice to proceed.
 - m) Software Documentation and Utilities: All software shall be delivered with full documentation. Documentation shall include software error messages, description, and troubleshooting guide. The documentation shall include textual explanations and instructions and be supported by appropriate graphs, flowcharts, and/or block diagrams. Adequacy of the flowcharts and the block diagrams shall be at the discretion of the DEN Representative.
- R. Project Management Requirements – Within 30 calendar days after execution of the Notice to Proceed, the Vendor shall develop and submit to DEN a detailed Draft Project Management Plan (PMP) addressing all aspects of implementing and accomplishing the services as described herein. It shall be a comprehensive plan for assisting DEN to control, direct, coordinate, and evaluate the work performed during each project phase. In developing this plan and its updates, the Vendor shall work closely with DEN, DEN Consultants and representatives, and other appropriate firms and individuals involved with the project. Following a DEN review of the Draft PMP, the Vendor shall incorporate comments and issue a final PMP within 10 days of receipt of comments.
- S. Project Coordination
 - 1. The Vendor shall coordinate with DEN at all times.

Exhibit B

2. Provide a Project Directory/Contact List. A detailed directory of the team and contact points, including (but not limited to) company, name, title, address, telephone number, fax number, and email address.
3. The Vendor shall coordinate implementation activities included under the various Sections of these specifications to assure efficient and orderly installation of each part of the Work.
4. Coordinate implementation activities to ensure that operations are carried out with consideration given to the conservation of energy, water, utilities, and materials.
5. DEN will have other contracts in progress at these sites with which this Vendor will have to coordinate and cooperate during the performance of this Work. DEN will coordinate this effort as required.
6. DEN may award additional separate contracts for additional work to be performed at the site with which this Vendor may have to coordinate and cooperate during the performance of the Work.

T. Reporting

1. The Vendor shall keep accurate and detailed computerized/written records of progress on the project during all stages. Maintain frequent contact by telephone, site visits, meetings, etc., with all parties involved in the project. Submit weekly hard copy/written progress reports to DEN including, but not limited to, information concerning the work of the project. Initiatives taken by the Vendor to preclude delays, percentages of completion, number and amounts of modifications and claims, analyses of the schedule, and other analyses necessary to compare actual performance with planned performance. The Vendor shall use any applicable DEN forms and procedures.

U. Meetings

1. Pre-Implementation Conference
 - a) DEN will schedule a Pre-Implementation Conference before the start of implementation.
 - b) The purpose of the Conference is to review responsibilities and understand Vendor's personnel assignments.
 - c) The Conference shall be chaired by DEN's representative.
 - d) Authorized representatives of DEN, the Vendor, the Vendor's proposed project superintendent, and other concerned parties shall each be at the Conference. All attendees shall be persons familiar with and authorized to conclude matters relating to the Work.

Exhibit B

- e) The Conference agenda will be set by DEN in partnership with the Vendor.
- 2. Weekly Progress Meetings
- 3. DEN shall set and conduct weekly Progress Meetings at a location designated by DEN.
- 4. Coordination Meetings
 - a) From time to time, there may be a need for either DEN or the Vendor to call for a Coordination Meeting.
 - b) Coordination will be considered necessary by either or both parties.
 - c) The subject of the Meeting will be an item or event under their control, or it will be one under the control of others with which DEN and/or Vendor shall coordinate.
 - d) Attendees shall be determined by DEN and/or Vendor.
 - e) The meeting agenda shall be determined by DEN and/or Vendor.
 - f) No later than three (3) days after each Coordination Meeting, DEN or Vendor shall distribute minutes of the meeting to each party present and to other parties as considered appropriate. Included will be a brief summary, in narrative form, of the meeting and its results to be reviewed and commented on by all the meeting attendees within two (2) business days. The comments are to be incorporated by the Vendor and then the meeting minutes shall be distributed to the meeting attendees in their final form.

Exhibit B - Attachment A

Attachment A: Use Case Summary

The use cases listed in Table 1 are specific to the functions DEN believes would be facilitated by an enterprise contract procurement and lifecycle management system. Additional recommendations for use cases within the airport environment are welcomed and encouraged. As much as possible, DEN is looking for an enterprise system that can address the use cases below without the need for multiple systems.

| Number | Use Case | Description |
|--------|--|---|
| UC01 | Project manager submits procurement request | <p>A project manager must be able to access an online form that allows for create/read/update/delete (CRUD) operations of procurement requests. The form itself must have input validation and conditional fields, based on branching logic that is based on the type of procurement request.</p> <p>A project manager must be able to submit a request for new contracts or amendments to existing contracts. If they are requesting an amendment, they must be required to associate this new request to an existing, executed contract record.</p> |
| UC02 | Procurement manager manages and administers procurement requests | <p>A procurement manager must be able to review all submitted procurement requests from project managers. Based on the review, they must be able to:</p> <ul style="list-style-type: none"> • Edit procurement request • Approve or deny the procurement request, converting it to a live procurement • Assign the procurement to a contract administrator • Re-assign procurements to other contract administrators if required |
| UC03 | System routes request for initial approvals | <p>Upon approval and assignment of a procurement, the system automatically routes the procurement to the stakeholders that need to review it prior to drafting the contract, which can include the following audiences:</p> <ul style="list-style-type: none"> • Risk Management • Finance & Accounting • Division of Small Business Opportunity (DSBO) • Commerce HUB |

| | | |
|------|---|--|
| | | <ul style="list-style-type: none"> • Business Technology • Requesting Division's Senior Vice President (SVP) • Requesting Division's Executive Vice President (EVP) |
| UC04 | Procurement manager or contract administrator searches procurements | A procurement manager or contract administrator searches for procurements within the system, allowing them to read pertinent data and providing the option to edit, if they are a procurement manager or the procurement has been assigned to them by a procurement manager. |
| UC05 | Contract administrator manages procurements | A contract administrator must be able to view a summary of all active procurements assigned to them within the system. They must be able to manage and update specific fields for each procurement; the fields available to update will depend upon the selected procurement type. |
| UC06 | Contract administrator manages review workflow | <p>A contract administrator must be able to initiate automated review workflows for their assigned procurements to various stakeholders, which could change, depending on the procurement type, but could include the following stakeholders:</p> <ul style="list-style-type: none"> • Legal • Project Manager <p>Review workflows must be able to route and resolve rejections appropriately. Manual approvals also need to be an option.</p> |
| UC07 | Contract administrator manages panel members | A contract administrator must be able to create, view and manage all panel member entities within the system and be able to assign them to a specific contract. |
| UC08 | Contract administrator manages vendors | A contract administrator must be able to create, view and manage all vendor entities within the system and be able to assign them to a specific contract, so they can provide review and approvals as required. |
| UC09 | Contract administrator routes a draft contract for review | <p>A contract administrator must be able to initiate a review workflow for the draft contract to various stakeholders, which could change, depending on the procurement type, but could include the following stakeholders:</p> <ul style="list-style-type: none"> • Requesting Division's project manager (PM) • DSBO |

| | | |
|------|--|---|
| | | <ul style="list-style-type: none"> • Vendor |
| UC10 | Vendor provides feedback on draft contract | A vendor must be able to provide detailed feedback on a draft contract that they have been requested to review, including adding comments, or approving or rejecting it. |
| UC11 | Contract administrator, attorney, project manager, or vendor document upload and updates | A contract administrator, attorney, project manager, or vendor must be able to upload document(s) in the context of a procurement and update them as needed, with the system maintaining a history of each update and versioning control. |
| UC12 | Project Manager manages executed contract | <p>A project manager must be able to perform the following actions on an executed contract:</p> <ul style="list-style-type: none"> • Complete required contract reviews on a periodic basis • Initiate a task order against a contract • Add pertinent documentation • Initiate administrative tasks to be assigned to vendor • Change contract term dates • Track contract spend capacity • Note the future strategy for a given procurement • Associate an executed contract record to a new procurement or contract amendment • View associated procurements or contract amendments • Navigate to associated procurements or contract amendments |
| UC13 | Data analyst analyzes system data | <p>A data analyst must be able to transform procurement system data from the platform database into various formats and software for analysis and presentation purposes. The following data should be tracked and accounted for within the procurement system:</p> <ul style="list-style-type: none"> • Time-based measurements across a procurement record (time spent between workflow tasks, date approvals received, etc.) • Characteristic information such as division and PM assigned to each procurement record |

| | | |
|------|---|--|
| | | <ul style="list-style-type: none"> • Monetary measures tied to a procurement record |
| UC14 | A system administrator manages user profiles | <p>A DEN system administrator must be able to manage user profiles, which includes the following information:</p> <ul style="list-style-type: none"> • User permissions • Associated tags (i.e. Division, user role, job title) |
| UC15 | A system administrator configures workflows | <p>A DEN system administrator must be able to develop and customize workflows for a given procurement type, preferably using a low- to no-code interface. A log of these changes must be provided to the system administrator.</p> |
| UC16 | The system notifies parties of status update | <p>The system must be able to notify parties and individual stakeholders, at separate points throughout the procurement process, of important status updates or other pending required actions to advance the process.</p> |
| UC17 | Contract administrator routes a draft contract for electronic signature | <p>A contract administrator must be able to initiate an electronic signature workflow for various stakeholders, which could change, depending on the procurement type, but could include the following stakeholders:</p> <ul style="list-style-type: none"> • DEN Legal assigned attorney • Mayor's administrator • Mayor • City Clerk and Recorder's administrator • City Clerk and Recorder • City and County of Denver Finance • Chief Financial Officer • City Auditor |

Exhibit B - Attachment B

| Legend: | |
|-------------------|---|
| Requirement Types | Description |
| Functional | Define what a product must do and what its features and functions are |
| Non-Functional | Describe the general properties of a system |

| Priority Levels | Description |
|-----------------|---|
| Mandatory | We must fulfill this requirement |
| High | It is a high priority to fulfill this requirement |
| Low | It is not a high priority to fulfill this requirement |

| Requirement Type | Requirement Number | Requirement Description | Priority | Requesting Division | UC01 | UC02 | UC03 | UC04 | UC05 | UC06 | UC07 | UC08 | UC09 | UC10 | UC11 | UC12 | UC13 | UC14 | UC15 | UC16 | UC17 | Other |
|------------------|--------------------|---|----------|---------------------|-------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-------|
| Functional | | 1 A project manager must be able to access an online form that allows for them to create a draft procurement request. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 2 A project manager must be able to view all of their draft procurement requests at once. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 3 A project manager must be able to modify their draft procurement requests. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 4 A project manager must be able to delete their draft procurement requests. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 5 A project manager must be able to submit their draft procurement requests to be processed and reviewed by a procurement manager. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 6 A project manager who submitted a draft procurement request must be notified in the system or via another method, such as email, when a change is made to their draft procurement request | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 7 A project manager who submitted a draft procurement request must have the ability to modify and resubmit their request based on edits made. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 8 The system should auto-generate a unique ID for each contract generated. | | Mandatory | BMS - Procurement | Y | | | | | | | | | | | | | | | | |
| Functional | | 9 A procurement manager must be able to assign a procurement request to a user | | Mandatory | BMS - Procurement | | Y | | | | | | | | | | | | | | | |
| Functional | | 10 A procurement manager must be able to edit a draft procurement request | | Mandatory | BMS - Procurement | | Y | | | | | | | | | | | | | | | |
| Functional | | 11 A procurement manager must be able to approve a draft procurement request | | Mandatory | BMS - Procurement | | Y | | | | | | | | | | | | | | | |
| Functional | | 12 A procurement manager must be able to reroute a draft procurement request to the user who submitted the draft procurement request for revisions. | | Mandatory | BMS - Procurement | | Y | | | | | | | | | | | | | | | |
| Functional | | 13 The system must facilitate an approval workflow for any changes to the draft procurement request submissions made by a procurement manager, which must be approved by the user who submitted the initial request. | | Mandatory | BMS - Procurement | | Y | | | | | | | | | | | | | | | |
| Functional | | 14 Upon draft procurement request approval, the system must facilitate a request approval workflow to gather the required approvals from the following parties: - Risk Management - Finance - DEN Commerce Hub - Division of Small Business Opportunity (DSBO) - Business Technologies (BT) - Requesting Division's Senior Vice President - Requesting Division's Executive Vice President | | Mandatory | BMS - Procurement | | | Y | | | | | | | | | | | | | | |
| Functional | | 15 A procurement manager must be able to manage the request approval workflow and skip approval steps, if needed. | | Mandatory | BMS - Procurement | | | Y | | | | | | | | | | | | | | |
| Functional | | 16 The system must be able to record comments accompanying an approval or rejection provided by a reviewer in the request approval workflow. | | Mandatory | BMS - Procurement | | | Y | | | | | | | | | | | | | | |
| Functional | | 17 A user must be able to search all contract records using alphanumeric characters. | | Mandatory | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Functional | | 18 A user must be able to filter searches. | | Mandatory | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Functional | | 19 A user must be able to save filtered searches for reference at a later point. | | Mandatory | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Functional | | 20 A user must be able to modify their saved filtered searches (i.e. add new searches or delete searches). | | Mandatory | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Non-Functional | | 21 The system should be able to maintain query terms, after a query is executed. | | Low | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Functional | | 22 A user can view a summary list of their in-progress contracts. | | Mandatory | BMS - Procurement | | | | | Y | | | | | | | | | | | | |
| Functional | | 23 A user can view a summary of their required actions for individual contracts. | | Mandatory | BMS - Procurement | | | | | Y | | | | | | | | | | | | |
| Functional | | 24 A contract administrator must be able to initiate pre-configured review workflows for a given contract type. | | Mandatory | BMS - Procurement | | | | | | Y | | | | | | | | | | | |
| Functional | | 25 A contract administrator must be able to manually reroute a review workflow. | | Mandatory | BMS - Procurement | | | | Y | | | | | | | | | | | | | |
| Functional | | 26 A contract administrator must be able to halt a review workflow. | | Mandatory | BMS - Procurement | | | | | Y | | | | | | | | | | | | |
| Functional | | 27 The system should automatically create a nudge sequence upon creation of a workflow, based on the hierarchy defined in the contract | | Mandatory | BMS - Procurement | | | | | | Y | | | | | | | | | | | |
| Functional | | 28 The system should automatically execute a nudge sequence. | | Mandatory | BMS - Procurement | | | | | | Y | | | | | | | | | | | |
| Functional | | 29 A contract administrator must be able to create a panel member entity, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 30 A contract administrator must be able to update a panel member entity, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 31 A contract administrator must be able to delete a panel member entity, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 32 A contract administrator must be able to assign a panel member entity to a contract. | | Mandatory | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 33 A contract administrator must be able to delete a panel member entity from a contract. | | Mandatory | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 34 A contract administrator should be able to communicate with panel members through a messaging function. | | High | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 35 A contract administrator can attach documents to a communication with a panel member. | | High | BMS - Procurement | | | | | | | Y | | | | | | | | | | |
| Functional | | 36 A contract administrator must be able to create a vendor, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 37 A contract administrator must be able to update a vendor, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 38 A contract administrator must be able to delete a vendor, outside the context of a contract. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 39 A contract administrator must be able to assign a vendor to a contract as the awardee. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 40 A contract administrator must be able to delete a vendor from a contract. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 41 A contract administrator must be able to assign multiple vendors to a contract as awardees. | | Mandatory | BMS - Procurement | | | | | | | | Y | | | | | | | | | |
| Functional | | 42 A contract administrator must be able to initiate a draft contract review workflow. | | Mandatory | BMS - Procurement | | | | | | | | | Y | | | | | | | | |
| Functional | | 43 A contract administrator must be able to manually reroute a draft contract review workflow. | | Mandatory | BMS - Procurement | | | | | | | | | Y | | | | | | | | |
| Functional | | 44 A contract administrator must be able to halt a draft contract review workflow. | | Mandatory | BMS - Procurement | | | | | | | | | Y | | | | | | | | |
| Functional | | 45 A contract administrator must be able to initiate an electronic signature workflow. | | Mandatory | BMS - Procurement | | | | | | | | | | | | | | | | Y | |
| Functional | | 46 A contract administrator must be able to manually reroute an electronic signature workflow. | | Mandatory | BMS - Procurement | | | | | | | | | | | | | | | | Y | |
| Functional | | 47 A contract administrator must be able to halt an electronic signature workflow. | | Mandatory | BMS - Procurement | | | | | | | | | | | | | | | | Y | |
| Functional | | 48 As part of a draft contract review workflow, the selected vendor for a contract must be able to view a draft contract. | | Mandatory | BMS - Procurement | | | | | | | | | | Y | | | | | | | |
| Functional | | 49 As part of a draft contract review workflow, the selected vendor for a contract must be able to approve or reject a draft contract via eSignature software. | | Mandatory | BMS - Procurement | | | | | | | | | | Y | | | | | | | |
| Functional | | 50 As part of a draft contract review workflow, the selected vendor for a contract must be able to comment upon or ask questions to internal audiences using an in-app feature. | | Mandatory | BMS - Procurement | | | | | | | | | | Y | | | | | | | |
| Functional | | 51 A user can upload documents to complete a workflow | | Mandatory | BMS - Procurement | | | | | | | | | | | Y | | | | | | |
| Non-Functional | | 52 The system should be able to accept the following file formats: - .zip - .doc or .docx - .xlsx - .PDF | | High | BMS - Procurement | | | | | | | | | | | Y | | | | | | |
| Non-Functional | | 53 The system should be able to accept file sizes up to 125 MB | | High | BMS - Procurement | | | | | | | | | | | Y | | | | | | |
| Functional | | 54 A contract manager must be able to initiate a task order against a contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 55 A contract manager must be able to initiate a task order against an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 56 A contract manager must be able to upload pertinent documentation to an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 57 A contract manager must be able to initiate an administrative task within the context of an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 58 A contract manager must be able to edit the status of an administrative task within the context of an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 59 A contract manager must be able to close out an administrative task within the context of an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 60 A contract manager must be able to submit a change order to an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 61 A contract manager must be able to view spend data for an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 62 A contract manager must be able to designate the future 'procurement strategy' for an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 63 A contract manager must be able to associate an executed contract with a new procurement or contract amendment. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 64 A contract manager must be able to view all associated procurements or contract amendments within the context of an executed contract. | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 65 A contract manager must be able to navigate to any associated procurement or contract amendment within the context of an executed contract | | Mandatory | BMS - Procurement | | | | | | | | | | | | Y | | | | | |
| Functional | | 66 The system should provide the capability to measure the maximum threshold of days allowed for a workflow. | | Mandatory | BMS - Procurement | | | | | | | | | | | | | Y | | | | |
| Functional | | 67 The system should provide the capability to measure the actual days taken to complete a workflow. | | Mandatory | BMS - Procurement | | | | | | | | | | | | | Y | | | | |

Exhibit B - Attachment C

Use Cases & Contract Lifecycle Phases

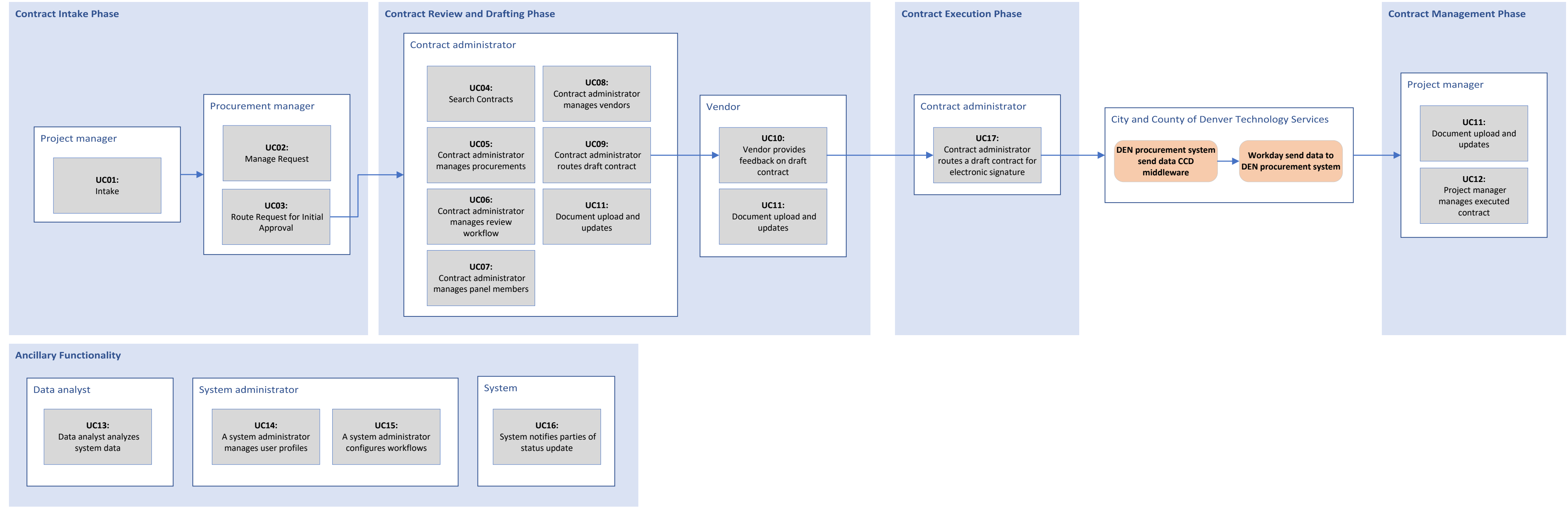


EXHIBIT B-1 – RATES AND FEES

1 FIXED COSTS

The pricing below constitutes a Firm-Fixed Price and covers all work described in Exhibit B, Scope of Work.

| Description | Cost |
|--|----------------------|
| Cobblestone Contract Insight Enterprise Implementation | \$232,205.50 |
| Cost to DEN | \$232,205.50* |

**Includes optional professional services costs and one-time deployment costs as outlined in Cobblestone's Best and Final Offer (BAFO)*

CobbleStone Standard Format

| Optional Professional Services - Estimate pending final review of requirements | Qty | Unit Price | Extended Price |
|--|--------|--------------|----------------|
| One-Time System Deployment (Required Fee) | 1.00 | \$ 14,678.70 | \$ 14,678.70 |
| Training Services - Recommended Units | | | |
| System Configuration Training Hours: - Online Services | 14.00 | \$ 135.00 | \$ 1,890.00 |
| Super/Standard User Training Hours: - Online Services | 4.00 | \$ 135.00 | \$ 540.00 |
| Work Sessions | | | |
| Contract Management Application Configuration Hours - Online Services | 60.00 | \$ 145.00 | \$ 8,700.00 |
| Contract Management Authoring Template Configuration Hours - Online Services Up to 21 templates at 2 hours per template | 42.00 | \$ 145.00 | \$ 6,090.00 |
| Contract Management Workflow Configuration Hours - Online Services Up to 21 workflows at 18 hours per workflow | 378.00 | \$ 145.00 | \$ 54,810.00 |
| IntelliSign & Doc Collaboration Module Configuration Hours - Online Services | 16.00 | \$ 145.00 | \$ 2,320.00 |
| PO/Spend Management Configuration Hours - Online Services | 10.00 | \$ 145.00 | \$ 1,450.00 |
| Contract Management System Consultation Services - Online Services Implementation Timeframe: 5 Hours fixed per week for 40 weeks | 200.00 | \$ 145.00 | \$ 29,000.00 |
| Contract Management System Consultation Services - Online Services Implementation Timeframe: 5 Hours optional per week for 40 weeks | 200.00 | \$ 145.00 | \$ 29,000.00 |
| User Acceptance Testing Services - Online Services | 30.00 | \$ 145.00 | \$ 4,350.00 |
| Project Management Services - Online Services | 80.00 | \$ 180.00 | \$ 14,400.00 |

CobbleStone Software
PLANE202477306-00

| | | | |
|--|----------------|--------------|---------------------|
| Requirements Gathering Services - Online Services | 30.00 | \$ 165.00 | \$ 4,950.00 |
| Technical Services | | | |
| Data Import - Contracts - Source 1 - Online Services Up to 4,166 Records with up to 20 user-defined fields Assumes structured/spreadsheet format for data/field mapping Estimated pending final CobbleStone review of data | 1.00 | \$ 3,332.80 | \$ 3,332.80 |
| Data Import - Attachment Files/Documents - Online Services Up to 83,320 electronic Contract Files/Attachments Assumes unique, logical identifier to match contract electronic file with contract metadata record Estimated pending final CobbleStone review of data | 1.00 | \$ 37,494.00 | \$ 37,494.00 |
| Data Integration Scheduled Services (requires 3rd Party Vendor's SOAP or REST Web API) | | | |
| BidNet Direct Metadata Integration Scheduled Services - 1 Source - Online Services - Contract metadata from CSS to BidNet Direct - Contract metadata to CSS from BidNet Direct - Vendor metadata from CSS to BidNet Direct - Vendor metadata to CSS from BidNet Direct - Employee metadata from CSS to BidNet Direct - Employee metadata to CSS from BidNet Direct Estimate pending final CobbleStone review of requirements | 1.00 | \$ 6,400.00 | \$ 6,400.00 |
| SharePoint Metadata & Electronic Files Integration Scheduled Services - 1 Source - Online Services - Files/Attachments from CSS to MS SharePoint - Files/Attachments to CSS from MS SharePoint - Contract metadata from CSS to MS SharePoint - Contract metadata to CSS from MS SharePoint Estimate pending final CobbleStone review of requirements | 1.00 | \$ 8,000.00 | \$ 8,000.00 |
| Workday Metadata Integration Scheduled Services - 1 Source - Online Services (requires CobbleStone PO/Spend Module license) - Contract metadata from CSS to Workday - Contract metadata to CSS from Workday - Vendor metadata from CSS to Workday - Vendor metadata to CSS from Workday - Employee metadata from CSS to Workday - Employee metadata to CSS from Workday - PO Line Items and Invoices from CSS to Workday - PO Line Items and Invoices metadata to CSS from Workday Estimate pending final CobbleStone review of requirements | 1.00 | \$ 4,800.00 | \$ 4,800.00 |
| Optional Professional Services Sub-Total | 1070.00 | | \$232,205.50 |

2 PAYMENT & INVOICING

License, maintenance, and hosting fees and other annualized fees will be invoiced upon delivery of the license key to the City. Professional services will be invoiced monthly for services provided in the previous month. Pricing for any renewal years beyond the initial 5 years quoted below will be subject to a rate increase of no more than five percent (5%) per year.

Upon delivery of the license key to the City, the following licenses, maintenance, hosting fees, and other annualized services will be invoiced:

| Item - Contract Insight Enterprise SaaS Hosted | Qty | Standard Price | Discounted Unit Price | Year 1 |
|---|-----|----------------|-----------------------|----------------------|
| Licenses (Annual Hosting Subscription) | | | | |
| Contract Insight Enterprise Hosted/SaaS Core License Includes unlimited Read-Only user licenses; requires CobbleStone Annual Software License Agreement | 1 | \$ 6,415.00 | \$ 6,415.00 | \$ 6,415.00 |
| Contract Insight Enterprise Hosted/SaaS Named Admin User License | 5 | \$ 579.00 | \$ 579.00 | \$ 2,895.00 |
| Contract Insight Enterprise Hosted/SaaS Named Super User License | 15 | \$ 449.00 | \$ 436.00 | \$ 6,540.00 |
| IntelliSignSM & Document Collaboration Module License | 1 | | \$ 19,274.76 | \$ 19,274.76 |
| Purchase Order/Spend Management Module License | 1 | | \$ 13,705.08 | \$ 13,705.08 |
| Database Integration Manager Module License(s) Assumes integration with 1 production environment unless otherwise stated | 4 | | \$ 14,400.00 | \$ 14,400.00 |
| SaaS DEV/STAGE/TEST Environment Includes Five (5) Named Admin User Licenses, Ten (10) Named Super User Licenses, Five (5) Named Standard User Licenses, Unlimited Named Read-Only User Licenses, and modules above (50% SLA, No Backups) Discount not offered for VISDOM+, DBI, Unanet Connector | 1 | | \$ 12,457.12 | \$ 12,457.12 |
| Annual Standard Support/Maintenance | 1 | | included | included |
| One-Time System Deployment | 1 | | \$ 14,678.70 | \$ 14,678.70 |
| Optional Annual Services | | | | |
| Enhanced Support SLA: Diamond | 1 | | \$ 32,865.97 | \$ 32,865.97 |
| Total (does not include tax or travel unless specified above): | | | | \$ 123,231.62 |

Upon written confirmation from the City, CobbleStone will activate and invoice for the following licenses on a prorated basis:

| Item - Contract Insight Enterprise SaaS Hosted | Qty | Standard Price | Discounted Unit Price | Year 1 |
|---|-----|----------------|-----------------------|--------------|
| Licenses (Annual Hosting Subscription) | | | | |
| Contract Insight Enterprise Hosted/SaaS Named Super User License | 25 | \$449.00 | \$ 436.00 | \$ 10,900.00 |
| Contract Insight Enterprise Hosted/SaaS Named Standard User License | 155 | \$362.00 | \$ 340.00 | \$ 52,700.00 |
| Post Go-live Annual Services Package Up to 15 training or work session hours per month (remote) Must be used by last business day of month or expire; no rollover | 1 | | \$ 24,000.00 | \$ 24,000.00 |

3 RATES

The rates provided below reflect the scope of work as currently understood and may be subject to adjustment in accordance with the change management provisions of this Agreement.

| Professional Services Costs | | |
|-----------------------------|-------------|---|
| Job Title | Hourly Rate | Estimated Implementation Hours for Project Completion |
| Program Manager* | \$165.00 | 30 |
| Project Manager | \$180.00 | 80 |
| Architect** | \$160.00 | 255 |
| Developer*** | \$160.00 | 200 |
| Tester | \$145.00 | 30 |
| Implementation Specialist | \$145.00 | 906 |
| Training Specialist | \$135.00 | 18 |

*CobbleStone does not assign product managers to each individual client; however, CobbleStone is including its hourly rate for requirements gathering services here, which are included in our proposal. These services would be performed by the assigned Implementation Specialist at a slightly higher hourly rate.

**CobbleStone does not assign developers to each individual client outside of purchased technical configuration services; however, CobbleStone is including its hourly rate for data import services, which are invoiced to the client on a project basis.

***This role would be a CobbleStone Integration Specialist, who would perform the quoted integration services.

4 LICENSING AND SUPPORT

The licensing and support rates provided below reflect the current understanding of pricing as of the Vendor's Best and Final Offer (BAFO).

| Licensing and Support Costs | | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Y1 | Y2 | Y3 | Y4 | Y5 |
| Licensing for a mix of 200 named users* | \$ 79,450.00 | \$ 83,422.50 | \$ 87,593.63 | \$ 91,973.30 | \$ 96,571.97 |
| SaaS (application modules, etc.)* | \$ 83,836.96 | \$ 88,028.81 | \$ 92,430.24 | \$ 97,051.75 | \$ 101,904.35 |
| License and SaaS costs subtotal | \$163,286.96 | \$171,451.31 | \$180,023.87 | \$189,025.05 | \$198,476.32 |

| | | | | | |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|
| Support (assumes Diamond)** | \$ 32,865.97 | \$ 34,509.27 | \$ 36,234.73 | \$ 38,046.47 | \$ 39,948.79 |
| Total costs | \$196,152.93 | \$205,960.58 | \$216,258.60 | \$227,071.52 | \$238,425.11 |

** Based on recurring, annual costs as outlined in Cobblestone’s Best and Final Offer (BAFO)*

***Based on the price quote for Diamond level support for a named user model in Cobblestone’s Best and Final Offer (BAFO)*

Licensing and Support in CobbleStone Standard Format

| Item - Contract Insight Enterprise SaaS Hosted Licenses (Annual Hosting Subscription) | Qty | Standard Price | Discounted Unit Price | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|-----|----------------|-----------------------|---------------|---------------|---------------|---------------|---------------|
| Contract Insight Enterprise Hosted/SaaS Core License <small>Includes unlimited Read-Only user licenses; requires CobbleStone Annual Software License Agreement</small> | 1 | \$ 6,415.00 | \$ 6,415.00 | \$ 6,415.00 | \$ 6,735.75 | \$ 7,072.54 | \$ 7,426.16 | \$ 7,797.47 |
| Contract Insight Enterprise Hosted/SaaS Named Admin User License | 5 | \$ 579.00 | \$ 579.00 | \$ 2,895.00 | \$ 3,039.75 | \$ 3,191.74 | \$ 3,351.32 | \$ 3,518.89 |
| Contract Insight Enterprise Hosted/SaaS Named Super User License | 40 | \$ 449.00 | \$ 436.00 | \$ 17,440.00 | \$ 18,312.00 | \$ 19,227.60 | \$ 20,188.98 | \$ 21,198.43 |
| Contract Insight Enterprise Hosted/SaaS Named Standard User License | 155 | \$ 362.00 | \$ 340.00 | \$ 52,700.00 | \$ 55,335.00 | \$ 58,101.75 | \$ 61,006.84 | \$ 64,057.18 |
| VISDOM+ Module License Package: None | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| IntelliSign™ & Document Collaboration Module License | 1 | | \$ 19,274.76 | \$ 19,274.76 | \$ 20,238.50 | \$ 21,250.42 | \$ 22,312.94 | \$ 23,428.59 |
| Bulk Electric Sign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per limited signature participant or merged document; invoiced monthly</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Solicitation/eSourcing Module License | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Vendor/Client Collaboration Gateway Module License | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase Order/Spend Management Module License | 1 | | \$ 13,705.08 | \$ 13,705.08 | \$ 14,390.33 | \$ 15,109.85 | \$ 15,865.34 | \$ 16,658.61 |
| Online Punchout Integration Connection License (requires Purchase Order/Spend Management Module) <small>(#) Punchout integration connections; Requires business account with Punchout provider(s)</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Database Integration Manager Module License(s) <small>Assumes integration with 1 production environment unless otherwise stated</small> | 4 | | \$ 14,400.00 | \$ 14,400.00 | \$ 15,120.00 | \$ 15,876.00 | \$ 16,669.80 | \$ 17,503.29 |
| Database Integration Manager Module License(s) - On Premise Agent For installed integration (requires Database Integration Manager Module) <small>Assumes third-party systems are located on same server (if more than 1 integration)</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Onsite Backup Manager Module License | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unanet Connect GovCon ERP Integration Connector License <small>*Requires Database Integration Manager Module *Requires license purchased from Unanet Assumes integration with 1 production environment unless otherwise stated</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dun & Bradstreet Company Integration Connection Manager License <small>Up to 1000 vendors records per year then \$4 per record (average invoiced monthly) *Requires license purchased from D&B</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| OFAC Company/Employee Integration Connection Manager License <small>*Primary Company or Employee Profile data scheduled service Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)</small> | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| FAR & DFARS Clause Library Manager License | 0 | | not selected | \$ - | \$ - | \$ - | \$ - | \$ - |
| SaaS DEV/STAGE/TEST Environment <small>Includes Five (5) Named Admin User Licenses, Ten (10) Named Super User Licenses, Five (5) Named Standard User Licenses, Unlimited Named Read-Only User Licenses, and modules above (50% SLA, No Backups) Discount not offered for VISDOM+, DBI, Unanet Connector</small> | 1 | | \$ 12,457.12 | \$ 12,457.12 | \$ 13,079.98 | \$ 13,733.97 | \$ 14,420.67 | \$ 15,141.71 |
| Annual Standard Support/Maintenance | 1 | | included | included | included | included | included | included |
| Optional Annual Services | | | | | | | | |
| Enhanced Support SLA: Diamond | 1 | | \$ 32,865.97 | \$ 32,865.97 | \$ 34,509.27 | \$ 36,234.73 | \$ 38,046.47 | \$ 39,948.79 |
| Post Go-live Annual Services Package <small>Up to 15 training or work sessions hours per month (remote) Must be used by last business day of month or expire; no rollover</small> | 1 | | \$ 24,000.00 | \$ 24,000.00 | \$ 25,200.00 | \$ 26,460.00 | \$ 27,783.00 | \$ 29,172.15 |
| Total (does not include tax or travel unless specified above): | | | | \$ 196,152.93 | \$ 205,960.57 | \$ 216,258.60 | \$ 227,071.53 | \$ 238,425.11 |

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**

Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Cyber Insurance**

Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. **Unmanned Aerial Vehicle (UAV) Liability:**

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.
8. **Excess/Umbrella Liability**

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)
[DEN ROCIP Claims Guide](#)

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

**DENVER
INTERNATIONAL
AIRPORT STANDARD
SERVICE LEVEL
AGREEMENT**

1. INTRODUCTION

- 1.1 This Service Level Agreement describes the standard of performance of the applicable Ongoing Services provided under the Master Services Agreement to and for the benefit of City. The Service Levels set out herein shall only apply to the extent specifically provided for therein.

2. DEFINITIONS

| | |
|---|---|
| "Acknowledgement" | means the time at which Contractor Help Desk accepts an Incident logged by the City and is indicated by a time stamp in the Contractor Incident and Problem Management System. |
| "Agreed Service Time" | means the total time (measured in minutes) in a Measurement Window, reduced by the duration of any Scheduled Outages and Extraordinary Scheduled Outages, during that Measurement Window. |
| "Contractor Incident, Problem and Change Management System" | means Contractor proprietary system that acts as the repository, where all the Incident Records, Problem Tracking Records and Change Records are stored. |
| "Application Services" | means the Contractor's Contract Lifecycle Management System (CLM) services described in the Statement of Work and the Contractor Proposal. |
| "Availability" | means the ability of the Measured Service to send valid responses to valid requests from City (and "Available" shall be construed accordingly). |
| "Extraordinary Scheduled Outage" | means any Outage that is scheduled on an infrequent basis to support exceptional activities, which cannot be completed within the Scheduled Outage windows. |
| "Incident" | means any event that is not part of the standard operation of a Measured Service and that causes, or may cause, an interruption to, or a reduction in, the quality of the Measured Services. An Incident shall be categorized as a "Non - Operational Incident" or an "Operational Incident". |
| "Incident Record" or "IR" or "PTR" | means the Contractor record of each Incident documented in the Contractor Incident, Problem and Change Management System. |
| "Maximum At Risk Percentage" | means in relation to each month, the equivalent of the license/hosting/maintenance fees paid for the month in which the outage occurred |
| "Measured Service" | is the specific element that is being measured for a given Service Level Metric, as specified in this Service Level Agreement. |
| "Measurement Window" | means (unless otherwise agreed) the calendar month during which a Service Level shall be measured. |

| | |
|----------------------------|---|
| “Monitoring System” | means the tools and methodology implemented and used to enable the accurate measurement of the performance criteria for the Measured Service. |
| “Non-Operational Incident” | means an Incident that does not require restarting, replacing, or reconfiguring the impacted infrastructure component(s) but for which |

| | |
|-----------------------------------|--|
| | Recovery is achieved for example by loading software or fallback, correction of corrupted data, change of settings (parameters) of software code. |
| “Operational Incident” | means an Incident that does not require loading software or fallback, correction of corrupted data, change of settings (parameters) of software code but for which Recovery is achieved for example by restarting, replacing or reconfiguring the impacted infrastructure component(s). |
| “Outage” | means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application’s external internet protocol address via http or https port and not accessible during the same fifteen continuous minutes time span. |
| “Point of Measurement” or “PoM” | means the physical location where Service Levels are measured as set out against each relevant Service Level Metric. |
| “Production Environment” | means the system environment within the Contractor Platform which is accessible by City for the purpose of using the relevant Application Services. |
| “Recovery” | has the meaning given in Section 8.3.3 of this Service Level Agreement and “Recovered” or “Recover(s)” shall be construed accordingly. |
| “Scheduled Outage” | means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance.. |
| “Service Credit” | means the value calculated in accordance with Section 9 of this Service Level Agreement. |
| “Service Credit Amount” | means the monetary value for Service Credits calculated in accordance with Section 9.5 of this Service Level Agreement. |
| “Service Credit Start Date” | has the meaning given in Section 9.1 of this Service Level Agreement. |
| “Service Level” | means each performance metric set out in this Service Level Agreement relating to the performance of the given Measured Service for a given period. |
| “Service Level Commencement Date” | means the date mutually agreed to in writing by the City and Contractor. |
| “Service Level Default” | means that the actual Measured Service delivered does not meet the Service Level for a Measurement Window. |
| “Service Level Metric” | means each performance metric set out in Section 8 of this Service Level Agreement relating to the performance of the Measured Services in a Measurement Window. |

| | |
|------------------|--|
| “Severity Level” | means the categorization of any issues with the Services based on the potential impact of the problem to City. |
|------------------|--|

| | |
|----------------------|--|
| “Unscheduled Outage” | means an Outage which is neither a Scheduled Outage nor an Extraordinary Scheduled Outage. |
|----------------------|--|

3. EXCEPTIONS

- 3.1 For the avoidance of doubt, Contractor shall not be responsible for any failure to perform to the contracted standards or to meet a Service Level to the extent that such failure is directly attributable to any of the following, each of which shall constitute a “Savings Event”):
- i. Service or resource reductions agreed through Change Control but where Contractor has notified City that the implementation of such request may result in a failure to meet a Service Level;
 - ii. failure of City or Third-Party systems, networks or degradation of services not provided by Contractor nor under the control of Contractor; and
 - iii. changes implemented by City or City activities which have not been initiated by nor communicated to Contractor nor agreed to between Contractor and City.
 - iv. Contractor shall not be responsible for system and/or service degradations of the Services that arise as a result of excess system capacity in connection with City’s network.
- 3.2 The achievement of Service Levels may be impacted by factors outside of Contractor’s control. Accordingly, no Service Levels or performance warranties apply for transmissions through the Internet or any other network or interactions with systems outside of Contractor’ control such as City local network performance degradation, City PC hardware limitations, City or Third-Party systems or application settings that are in the control of City and City anti-virus settings that can be attributed to having an impact on the Services.
- 3.3 If Contractor detects a user originating problem originating from City’s Authorized Users’, or City Third Parties’ systems, applications, or users, Contractor may undertake any steps, proportionate to the impact or risk of the User Originating Problem (including suspension of the affected Service, and/or disabling the relevant connection(s) or access), necessary (in Contractor’ reasonable opinion) to mitigate the impact or resolve such User Originating Problem;

4. SCHEDULED OUTAGES, EXTRAORDINARY SCHEDULED OUTAGES

- 4.1 Contractor may take Scheduled Outages daily between 1:00 AM and 4:00 AM in the time zone in which Licensee’s assigned data center is located in order to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or application’s performance and response time may be slow or temporarily inaccessible during this period.
- 4.2 In exceptional circumstances (e.g., to implement platform technology changes that cannot be reasonably implemented without taking an Outage; or to remedy system issues that cannot be reasonably implemented without taking an Outage, as determined by Contractor) Contractor may introduce Extraordinary Scheduled Outages provided that they do not exceed the limitations set out in Section 4.7 below.

4.3 Contractor will use reasonable efforts to schedule Extraordinary Scheduled Outages adjacent to Scheduled Outages.

4.4 If the Scheduled Outage starts before the announced start time or continues beyond the announced end time, the number of minutes either before the start time or beyond the end time will be considered an Unscheduled Outage.

4.5 Contractor shall use reasonable efforts to confirm to City twenty four (24) hours in advance the occurrence of any Extraordinary Scheduled Outages.

4.6 For Extraordinary Scheduled Outages, Contractor shall provide City with the reasons for such Outage, the nature and expected timing and, any expected impact on the Measured Services.

4.7 The Scheduled Outages and Extraordinary Scheduled Outages shall not exceed the limits set out below:

| | Scheduled Outages | Extraordinary Scheduled Outages |
|----------------------------|-------------------|---------------------------------|
| Limit per Measured Service | N/A | N/A |

5. TIMES

5.1 Unless otherwise set forth herein, all references in this Service Level Agreement to time, shall refer to US Eastern time.

5.2 Where there is a measurement of time, such measure shall be in units of hours, minutes, seconds, or milliseconds as specified. Where the measurement is in seconds it shall be to the nearest two (2) decimal points, unless otherwise stated. Unless stated otherwise, hours include only Contractor's business hours (9:00 AM to 8:00 PM Monday through Friday, Eastern Time U.S.A., exclusive of United States federal holidays).

6. MONITORING SYSTEM

6.1 Unless otherwise agreed, the City will monitor and measure the performance and delivery of the Measured Services against the applicable Service Levels.

7. SERVICE LEVEL

7.1 This Section 7 sets forth qualitative descriptions of the Service Levels. The Service Levels described below will be measured at the Point of Measurement.

7.2 The application of the Service Levels shall commence at the Service Level Commencement Date and shall apply for the Term of the Master Services Agreement, except as otherwise agreed.

7.3 Where there are system changes, or other changes driven by City requirements, such as the reengineering or re-design of the network, re-location of the City data center

and/or City specific developments, which materially affect the Service Level

performance, the Service Levels may be revised via Change Control and the City will not unreasonably withhold or delay agreement to the Change.

- 7.4 To the extent that additional services are included in scope of the Master Services Agreement from time to time, which are materially dependent on Third-Party vendor performance, Contractor reserves the right to revise the Service Levels for such new services in accordance with the vendor subcontract, provided City is informed of such change.
- 7.5 The relevant compliance percentage calculated for each Service Level shall be displayed in all cases to two (2) decimal places.

8. SERVICE LEVEL METRICS

8.1 Availability

8.1.1 The Availability Service Level Metric is a measurement of the period of time during a Measurement Window that a Measured Service is able to send valid responses to valid requests from City ("Available") and is expressed as a percentage of the Agreed Service Time.

8.1.2 This Service Level shall be calculated, for each Measured Service, as the Agreed Service Time in a Measurement Window excluding the total duration of Unscheduled Outages in the same Measurement Window divided by the Agreed Service Time in the Measurement Window, as follows:

$$\text{Compliance percentage} = \frac{(\text{Agreed Service Time} - \text{Unscheduled Outages}) \times 100}{\text{Agreed Service Time}}$$

8.1.3 A failure by Contractor to meet the Service Level compliance percentage according to the following table in Section 1 (Service Levels) of Appendix A (Service Levels and Service Credits) of this Service Level Agreement for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

8.1.4 For the avoidance of doubt, Scheduled Outages and Extraordinary Scheduled Outages in a Measurement Window are not considered as contributing to a Service Level Default during that Measurement Window and will, therefore, not be included in the total duration of Unscheduled Outages in the calculation above.

8.1.5 The duration of an Outage shall be measured from earlier of:

- reports received by the Contractor Help Desk of such Outage; or
- and shall end at the time when Contractor registers in its Monitoring System traffic from City or City's customer or from other Third Parties that access the Services directly and which generates valid responses from the Measured Services.

8.2 Incident Acknowledgement

8.2.1 This Service Level Metric measures the time it takes for Contractor to Acknowledge Severity 1 or Severity 2 Incidents. The Acknowledgement time shall be measured for each Severity 1 and Severity 2 Incident, from the time an Incident Record is reported by City to Contractor, to the time the same Incident Record is Acknowledged by Contractor. An Incident shall only be allocated to the Measurement Window in which the Incident Acknowledgement should have taken place based on the applicable Service Level.

8.2.2 City shall log Incidents and assign Severity Levels, to the Incidents reported, directly in the Contractor Incident and Problem Management system. Contractor reserves the right to reassign a Severity Level if the Severity Level assigned is incorrect.

8.2.3 Compliance with this Service Level for a Measurement Window shall be calculated as follows, in relation to the relevant Severity Level:

A = the total number of Incidents reported to the Contractor Help Desk that should have been Acknowledged within the parameters described in the table below for the same Measurement Window,

B = the total number of Incidents reported to the Contractor Help Desk for which Contractor Acknowledges the Incident Record within the time parameters described in the table below for the Measurement Window,

C, the compliance percentage = $B/A \times 100$

8.2.4 Incident Acknowledgement Service Level is advisory only, and there will be no Service Credit assigned for such Service Level Default. Contractor's performance will only be measured against the target as set out in Section 2 (Service Level Report) of Appendix A to this Service Level Agreement.

8.3 Incident Recovery

8.3.1 The Incident Recovery Time Service Level shall be measured as the number of minutes/hours elapsed from the time of Acknowledgement by Contractor of the Incident, to the time when Recovery is achieved as indicated by the time stamp in the Contractor Incident, Problem and Change Management System. For the avoidance of doubt, the time during which the Incident is assigned to City shall not be included in the time measured for the calculation of the Incident Recovery Time Service Level. An Incident shall only be allocated to the Measurement Window in which the Incident is indicated as "closed" by City in the Incident, Problem and Change Management System.

8.3.2 Recovery shall be deemed to have been achieved when the reported issue has ceased or upon the Parties' confirmation that, through a fix, work-around, bypass or other means, the impacted Ongoing Service has been recovered or restored (as set out in Section 8.3.3 below), which generally follows occurrence of one or more of the following (whichever the earliest):

- Contractor receives confirmation from City that the impacted Measured Services have been Recovered;

- the Monitoring System registers traffic of messages relating to the impacted Measured Services; and/or
- Contractor Help Desk assigns the Incident Record to City Help Desk as Recovered.

8.3.3 For the purposes of Section 8.3.2 above, an Incident is considered “recovered or restored” once:

- Service impact has ceased or been removed or,
- a documented known error workaround has been followed or,
- a workaround has been identified and provided to the City or,
- a permanent solution has been implemented via recovery PTR.

8.3.4 In the event that the City Help Desk, by notice to Contractor, reasonably demonstrates that Recovery has not been achieved for the impacted Measured Services, then Contractor shall add any additional time incurred from such notification to final Recovery of the impacted Ongoing Services to the Incident Recovery Time established. For the avoidance of doubt, the time between these two events shall not be included in the total Incident Recovery Time.

9. SERVICE CREDIT SCHEME

- 9.1 This Service Credit scheme will apply to each Service Level Metric in respect of which Service Credits have been allocated in the table below, with effect from the Service Level Commencement Date or at such later date as may be agreed in writing between the Parties (the “Service Credit Start Date”).
- 9.2 The Parties agree that any Service Credit Amount are liquidated damages and that the payment of such amounts by Contractor is Contractor’ sole obligation and liability, and City’s and its Affiliates exclusive remedy, for Losses arising out of or in connection with the performance of the Ongoing Services and Service Level Defaults.
- 9.3 If a single Incident results in Contractor failing to meet more than one (1) Service Level Metric, City shall have the right to select only one of the Service Level Metrics for which it will be entitled to receive a Service Credit. City shall not be entitled to a Service Credit for each of such Service Level Defaults.
- 9.4 In the event there is a documented outage reported by the City and confirmed by Contractor and the Service Levels have not been met, Contractor shall issue to City a credit in accordance with the purchased Service Levels. Service Levels obligations and credit requirements shall apply only to production instances of the software application.

10. CHANGES TO SERVICE LEVELS

Changes to Service Levels can be requested by either party in accordance with Change Control, only once per calendar year with at least ninety (90) days prior written notice to the intended date of the proposed change. The effective date of such change shall be agreed in the respective contract change.

APPENDIX A -SERVICE LEVELS AND SERVICE CREDITS

1. SERVICE LEVELS

1.1 All Service Levels are for CobbleStone Diamond-Level Support.

1.2 Service Levels for Availability in the Production Environment

| <u>System Uptime:</u> | <u>Service Level Goal</u> | <u>Credit</u> |
|-----------------------|---|--|
| Enterprise – SaaS | 99.9% Uptime excludes, scheduled maintenance & emergency fixes to apply virus software, updates, respond to attacks | 5% of monthly hosting fee (or 1/12 th of year's fee if paid annually) |

1.3 Service Level for Incident Acknowledgement

| <u>End User Technical Support</u> | <u>Service Level Goal (Diamond Level Only*)</u> | <u>Credit</u> |
|---|---|---|
| Critical System is not accessible to end users and there is no work around. | Typical Response Times up to 2 business hours commensurate with the level of incident | 2% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid annually) |
| Serious System feature not functioning as per CobbleStone documentation and there is no work around. | Typical Response Times up to 4 business hours commensurate with the level of incident | 1% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid annually) |
| Moderate (Non-Critical) System feature not functioning as per CobbleStone documentation but there is a work around. | Typical Response Times up to 6 business hours | 0.5% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid annually) |
| Low / Minimal General usage question or notification of minor issue that does not prohibit Customer from utilizing Product in material way. | Typical Response Times up to 10 business hours | None |

1.4 Service Levels for Incident Recovery

| <u>End User Technical Support</u> | <u>Service Level Goal (Diamond Level Only*)</u> | <u>Credit</u> |
|---|--|---|
| Critical System is not accessible to end users and there is no work around. | Typical Resolution Times up to 8 hours commensurate with the level of incident | 2% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid annually) |
| Serious System feature not functioning as per CobbleStone documentation and there is no work around. | Typical Resolution Times up to 5 business days commensurate with the level of incident | 1% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid annually) |
| Moderate (Non-Critical) System feature not functioning as per CobbleStone documentation but there is a work | Typical Resolution Times up to 60 business days | 0.5% off monthly hosting or annual support & maintenance fee (or 1/12 th of year's fee if paid |

| | | | |
|---|--|---|-----------|
| around. | | | annually) |
| Low / Minimal General usage question or notification of minor issue that does not prohibit Customer from utilizing Product in material way. | | None | None |
| <u>End User Technical Support</u> | <u>Service Level Goal (Diamond Level Only)</u> | <u>Credit</u> | |
| Critical System is not accessible to end users and there is no work around. | Typical Resolution Times up to 8 hours commensurate with the level of incident | 2% off monthly hosting or annual support & maintenance fee (or 1/12th of year's fee if paid annually) | |
| Serious System feature not functioning as per CobbleStone documentation and there is no work around. | Typical Resolution Times up to 5 business days commensurate with the level of incident | 1% off monthly hosting or annual support & maintenance fee (or 1/12th of year's fee if paid annually) | |
| Moderate (Non-Critical) System feature not functioning as per CobbleStone documentation but there is a work around. | Typical Resolution Times up to 60 business days | 0.5% off monthly hosting or annual support & maintenance fee (or 1/12th of year's fee if paid annually) | |
| Low / Minimal General usage question or notification of minor issue that does not prohibit Customer from utilizing Product in material way. | None | None | |

*Listed service levels are for CobbleStone's Diamond Level Support tier. Service levels will differ for other support tiers.

2. SERVICE LEVEL REPORT

| Report | Content | Delivery Medium | Frequency |
|----------------------------|---|-----------------|---|
| Incident Management Report | Executive summary with the sequence of events, root cause and service impact. This is a report for Severity Level 1 Incidents only | Electronic | Within 7 business days of Severity 1 Incident On request |