

FIFTH AMENDMENT TO THE AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT (the “**Amendment**”), effective as of the date last signed below, is entered into between **the City and County of Denver**, a municipal corporation of the State of Colorado (hereinafter referred to as “**City**”), and **Four Winds Interactive LLC**, a Colorado limited liability company with its principal place of business located at 1221 Broadway, Denver Colorado 80203 (individually “**FWI**”, or “**Party**” and together with the City, the “**Parties**”).

WHEREAS, the Parties entered into an Agreement dated December 14, 2016, an Amendatory Agreement dated November 13, 2017, a Second Amendatory Agreement dated December 15, 2017, a Third Amendatory Agreement dated July 1, 2018, and a Fourth Amendatory Agreement dated August 1, 2019 (the "Agreement"), relating to software licenses, hardware, support and maintenance services; and

WHEREAS, the Parties desire to amend the Agreement to allow the City’s Affiliates to purchase software and services directly from FWI and to add certain terms to the Agreement that would allow the City and its Affiliates to benefit from the new Cloud service offerings provided by FWI and for ongoing professional sservices.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and FWI hereby agree as follows:

1. Definitions.

1.1 Capitalized terms used in this Amendment and not otherwise defined, shall have the meaning assigned to them in the Agreement.

1.2 The Parties agree that the following definition shall be added to the list of definitions included in Exhibit C (Master Software and Services Agreement) of the Agreement:

“Affiliate” means any division of the City.

2. Purchase Process

2.1 The Parties agree that the City’s Affiliates may purchase and use Subscription Services, Professional Services and Hardware subject to the terms of the Agreement, and in each such case, all references in the Agreement to “Customer”, “you”, “your” or “the City” shall be deemed to refer to the relevant City’s Affiliate for purposes of such purchase.

2.2 The Parties agree that the City, and its Affiliates, may purchase Subscription Services, Professional Services and/or Hardware by either (i) executing a Quote and a Statement of Work in a form agreed to between the Parties; or (ii) by issuing a Purchase Order that complies with the provisions of subparagraph 2.3 below.

2.3 In the event the City, or one of its Affiliates, elects to purchase Subscription Services, Professional Services or Hardware through the issuance of a Purchase Order, the Parties agree that the following terms shall apply:

- a. Each Purchase Order must: (A) specify the type and quantity of Subscription Services, Professional Services and/or Hardware purchased; (B) identify the fees applicable to each purchase; (C) reference the FWI's quote number from which the Purchase Order is generated;
- b. In the case of a Professional Services engagement, the Parties agree that any customized Statement of Work must be independently executed by the relevant parties and in the case of the City approved by an agency's expending authority;
- c. The Parties agree that the terms of the Agreement, as well as the FWI's Order number as referenced on the Purchase Order, shall apply to all orders placed through the issuance of a Purchase Order. The terms of the Agreement, as supplemented by this Amendment, shall take precedence over any terms appearing on the face of a Purchase Order.
- d. FWI agrees to include the following information on invoices:
 - ⌚ Reference location and description of completed job
 - ⌚ Purchase Order number
 - ⌚ Technology Services job number (if applicable)

3. FWI Pricing Terms

3.1 The Parties agree that for a period of three years from execution of this Amendment, the following pricing terms shall apply to any Orders placed by the City and County of Denver during this three year period.

3.2 All hardware purchased through FWI shall be priced at a minimum of 10% off of list price. A 100% hardware deposit paid in advance shall be required only in circumstances where the hardware order exceeds \$50,000.00.

3.3 All additional software licenses purchased shall be at a per license cost as set forth below. These additional licenses shall co-term with the initial Order and shall be prorated appropriately. If and when a successive Tier is surpassed based on the total number of licenses purchased, all additional licenses purchased after that Tier is surpassed shall be at the new per license price indicated.

License Tiers	Price Per License
Tier 1: 1 - 50 Licenses	\$640.00

Tier 2: 51 - 100 Licenses	\$570.00
Tier 3: 101 - 200 Licenses	\$490.00
Tier 4: 201 - 300 License	\$441.00

3.4 For Professional Services engagements, rates shall be locked at \$165.00 per hour.

With regard to Visual Communications Management (“VCM”) if a short-term increase in the level of support is necessary to accomplish specific goals, then Burst Hours are recommended. Burst Hours are defined as a short-term increase in VCM support priced as a separate engagement. Burst Hours would be scoped by the Visual Communication Manager to ensure it aligns with current backlog items. Burst Hours will be priced at the hourly rate below based upon the level of VCM engaged. All Burst Hours must be approved in advance by the City. Visual Communications Management	Burst Hourly Rate
Lite - VCM	\$165.00
One Eighth - VCM	\$150.00
One Quarter - VCM	\$135.00
One Half - VCM	\$130.00
Quarters - Three	\$125.00
VCM - Full	\$120.00

4. FWI Cloud Licensing Terms.

The Parties expressly acknowledge that all cloud licensing terms contained in the parties' Fourth Amendatory Agreement, including those in Exhibit C-1 thereto, are incorporated herein and shall remain in full force and effect hereinafter.

5. Article 5 entitled "COMPENSATION AND PAYMENT," Section D(i) "Maximum Contract Liability" is amended to read as follows:

"5. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Notwithstanding other provisions of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED ELEVEN THOUSAND TWENTY DOLLARS AND THIRTY CENTS (\$1,211,020.30)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the exhibits attached to the Agreement. Any service performed beyond those in Exhibits are performed at Contractor's risk and without authorization under the Agreement."

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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

7. Quote Number: Q-08410-6 and the attached Executive Overview are hereby incorporated herein. The parties expressly acknowledge that the attached Executive Overview is subject to change and is provided here for demonstrative purposes only. Notwithstanding the foregoing, the parties acknowledge that (1) the City shall be entitled to a ten percent (10%) discount on hardware purchased through FWI and (2) Professional Services, if increased in price, shall only be increased on an annual basis and such increase shall not exceed three percent (3%) in any such annual period.

[SIGNATURE PAGES FOLLOW]

EXHIBIT 1
CLOUD ADDENDUM

The existing Agreement governs the use of FWI software and remains in full force and effect. This FWI Cloud Amendment (“Cloud Amendment”) is intended to supplement the existing Agreement in place to address the additional terms applicable to the functionality and use of FWI’s new subscription service offering, *FWI Cloud*. Capitalized terms that are not defined within this Amendment shall have the meaning as set forth in the existing Agreement.

For purposes of this FWI Cloud Amendment “Cloud Service” shall mean, collectively, the FWI Cloud application suite as described in the applicable Opportunity Documents and associated offline components that are procured by Customer, but excluding Third Party Applications, Support Services and Professional Services.

1. **Cloud Service.** Subject to the terms and conditions of this Agreement and during the applicable Term, FWI shall make the Cloud Service available to Customer to be used by Customer and its Authorized Users solely for the internal business operations of Customer or such Affiliate(s). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by FWI to Customer for the Cloud Service. FWI shall host the Cloud Service and may update the functionality, user interface, usability and user documentation, training and educational information of, and relating to the Cloud Service, from time to time in its sole discretion and in accordance with this Amendment as part of its ongoing mission to improve Customer’s use of FWI Cloud.

2. **Users of the Cloud Service: Passwords, Access and Notification.** FWI offers three types of Users on the FWI Cloud platform: Authors, Contributors and Viewers. These User types and corresponding license rights are defined in the FWI documentation and applicable Opportunity Documents. FWI shall provision within FWI Cloud the Users procured by Customer. Customer shall authorize access to and assign unique account credentials to the number of Users. User account credentials are for designated Users only and cannot be shared or used by more than one User, but any User’s account credentials may be permanently reassigned to another User as needed. Customer shall be responsible for the confidentiality and use of User’s account credentials. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Service and shall promptly notify FWI of any unauthorized access or use of the Cloud Service and any loss, theft or unauthorized use of any User’s account credentials.

3. **General Restrictions.** Customer is responsible for all activities conducted under its account, including any activity conducted under any Customer User account and for Users' compliance with this Amendment. Customer must not use, and must ensure that Affiliates do not use, the Cloud Service to provide an outsourced service, and may not rent, resell, sublicense, or permit the concurrent use of a single User login, or time-sharing of the Cloud Service. Customer shall not and shall not permit any Affiliate, User or other third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Cloud Service or any part thereof or otherwise attempt to discover any source code or modify the Cloud Service in any manner or form; (b) access or use the Cloud Service to circumvent or exceed Service account limitations or requirements; (c) use the Cloud Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the cloud Service (including without limitation permitting access to or use of the Cloud Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users; (e) use the Cloud Service in a manner that is in violation of any third party rights of privacy or intellectual property rights; (f) issue or participate in any press release or other public statement related to this Amendment or the Cloud Service without prior written consent of FWI; (g) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (h) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Cloud Service. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with this Amendment.

Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Cloud Service. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Cloud Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any electronic communication or content utilizing the Cloud Service that is unlawful, harassing, libelous, defamatory or threatening.

Customer may not, and may not cause or permit others to: (a) use the Cloud Service to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm;; (b) perform or disclose any benchmarking, availability or performance testing of the Cloud Service; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Cloud Service (in accordance with FWI's Terms of Use). In addition to other rights that FWI has in this Amendment

and the existing Agreement, FWI has the right to take remedial action if the terms of this Amendment are violated, and such remedial action may include removing or disabling access to the Cloud Service.

Except as permitted by this Agreement, no part of the Cloud Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Cloud Service by any means other than through the interfaces that are provided by FWI. Customer shall not do any "mirroring" or "framing" of any part of the Cloud Service, or create Internet links to the Cloud Service which include log-in information, user names, passwords, and/or secure cookies. Customer shall ensure that all access and use of the Cloud Service by Users is in accordance with the terms and conditions of this Amendment. Any action or breach by any of such User shall be deemed an action or breach by Customer.

No Hosting of Confidential or Sensitive Data. You agree that in utilizing the FWI Visual Communications Platform, the architecture of the solution is critical to enhancing data security protections and compliance with applicable data security laws. Where a use case seeks to display confidential or sensitive data, that substantive data should remain at all times behind your firewall. In this respect, you agree that you shall not push and/or store sensitive, personal identifiable information, health information or any other type of Confidential Information to any environment hosted by FWI, unless such use case and the specific type of data to be deployed has been disclosed and architected by an FWI employee and is set forth in an applicable Statement of Work. Notwithstanding the foregoing, should you provide any form of sensitive data directly to FWI to be utilized by FWI in performing administrative functions relative to your account, such as billing, then FWI shall treat such sensitive data as Customer Confidential Information.

4. **Proprietary Rights.**

4.1. **Ownership of Customer Content.** As between FWI and Customer, all title and intellectual property rights in and to the Customer Content is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the provision of the Cloud Service, FWI may store and maintain Customer Content for the period of time consistent with the terms of the Cloud Service procured and the architecture of the solution as agreed to by FWI and Customer in the Opportunity Documents. Following expiration or termination of the Cloud Service, FWI will deactivate the applicable Customer account(s) and delete any Customer Content therein.

4.2. **FWI Intellectual Property Rights.** All rights, title and interest in and to the Cloud Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Cloud Service provided or developed by FWI) are owned exclusively by FWI. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Cloud Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Customer grants FWI a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate

into the Cloud Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Cloud Service. Any rights in the Cloud Service or FWI's intellectual property not expressly granted herein by FWI are reserved by FWI. FWI service marks, logos and product and service names are marks of FWI (the "FWI Marks"). Customer agrees not to display or use the FWI Marks in any manner without FWI's express prior written permission.

5. **Internet Connectivity:** Customer is responsible for securing a highspeed Internet connection and up-to-date compatible "browser" software as defined in FWI documentation in order to utilize the Cloud Service. Customer expressly consents to FWI's storage of electronic communications and/or Customer Content as needed to provide the Cloud Services hereunder, either through FWI directly or through FWI's authorized service provider Amazon Web Services. As such, Customer acknowledges and understands that Customer's Content and electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by FWI or its authorized service provider. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting FWI's applicable obligations under the existing Agreement and applicable law, FWI is not responsible for any electronic communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by FWI or its authorized service provider, including, but not limited to, the Internet and Customer's local network.

6. **Modifications; Discontinuation of Service.**

6.1. **To the Cloud Service.** FWI may make modifications to the Cloud Service or particular components of the Cloud Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. FWI reserves the right to discontinue offering the Cloud Service at the conclusion of Customer's then current subscription term for such Cloud Service. FWI shall not be liable to Customer nor to any third party for any modification of the Cloud Service as described in this Section, unless such alteration materially diminishes the functionality initially offered.

6.2 **To Applicable Terms.** If FWI makes a material change to any applicable URL Terms, then FWI will notify Customer by either sending an email to the notification email address or posting a notice to the administrator in Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify FWI within thirty days after receiving notice of the change. If Customer notifies FWI as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until

the end of the then current subscription term for the affected service(s). If the affected service(s) is renewed, it will be renewed under FWI's then current URL Terms.

7. Cloud Service Monitoring and Analyses.

7.1 FWI monitors the Cloud Service to facilitate FWI's operation of the Cloud Service; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the cloud Service as well as any content, data, or applications in the Cloud Service; and to detect and address illegal acts or violations of the terms of Use Policy. FWI monitoring tools do not collect or store any Customer Data residing in the Service, except as needed for such purposes. FWI does not monitor, and does not address issues with, non-FWI software provided by Customer or any of Customer's Users that is stored in, or run on or through, the Service. Information collected by FWI monitoring tools (excluding Customer Data) may also be used to assist in managing FWI's product and service portfolio, to help FWI address deficiencies in its product and service offerings, and for license management purposes.

7.2 FWI may (i) compile statistical and other information related to the performance, operation and use of the Cloud Service, and (ii) use data from the Cloud Service in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Service Analyses will not incorporate Customer Data, personal information or Confidential Information in a form that could serve to identify Customer or any individual.

EXHIBIT 2

Quote Q-08410-6

EXHIBIT 3

Executive Overview*

(*for demonstrative purposes only)

Contract Control Number: TECHS-202053426-05 (TECHS-201631080-05)
Contractor Name: FOUR WINDS INTERACTIVE LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202053426-05 (TECHS-201631080-05)
FOUR WINDS INTERACTIVE LLC

By: DocuSigned by:
Margot Moellenberg
0A29A3E0680446C..._____

Name: Margot Moellenberg
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Order
Q-08410-6

Your Order

Please review all content carefully before signing

CREATED DATE **2/12/2019**
ORDER NUMBER **Q-08410-6**
VALID THROUGH **3/26/2020**

Software	\$57,000.00
Hardware	\$0.00
Professional Services	\$0.00
Third Party Content Feeds	\$0.00
Annual Maintenance	\$0.00
Estimated Charges	\$0.00

First Year Total	\$57,000.00
Annual Recurring Fees	\$57,000.00

Contacts

PROPOSAL TITLE

City & County of Denver - Enterprise Centralization

PREPARED BY

Alexandra Singer
alexandra.singer@fourwindsinteractive.com
+1 4084170903

CUSTOMER

City & County of Denver

CUSTOMER CONTACT

Joe Saporito
joseph.saporito@denvergov.org
(720) 913-4982

CONTRACTING ENTITY

City & County of Denver

Account Information

BILL TO

City & County of Denver
Joe Saporito
201 West Colfax Avenue Dept 412
Denver, Colorado 80202
United States
(720) 913-4982
joseph.saporito@denvergov.org

CONFIRM INFO ABOVE IS CORRECT
YES NO

SHIP TO

City & County of Denver
Joe Saporito
201 West Colfax Avenue Dept 412
Denver, Colorado 80202
United States
(720) 913-4982
joseph.saporito@denvergov.org

CONFIRM INFO ABOVE IS CORRECT
YES NO



Order
Q-08410-6

Account Information Updates

Please make sure to adjust any incorrect information in the area below.

BILL TO

Contact
Street
City
State/Territory
Country
Postal Code
Phone
Email

SHIP TO

Contact
Street
City
State/Territory
Country
Postal Code
Phone
Email

Billing Information

PURCHASE ORDER REQUIRED
YES NO

TAX EXEMPT
YES NO

Software

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
FWI-ENT-CLOUD-HOSTED-100+	Convert Existing Licenses to Enterprise - Subscription License & Support Hosted with Cloud	\$570.00	100	\$57,000.00	Annually	36
FWI Cloud Author License	Convert Existing - FWI Cloud Author License	\$0.00	3	\$0.00	Annually	36
FWI Cloud Author License-Included	Convert Existing - FWI Cloud Author License	\$0.00	3	\$0.00	Annually	36



Order
Q-08410-6

Prepayment Options

For Recurring Fees due on an annual basis over the term of the Contract, FWI offers its customers a discount of 6% for each year payment is made in advance. For example, if over a three-year term payment for years two and three are made at year one, the customer will receive a 6% discount on year number two, as it was made one year in advance, and a 12% discount on year number three, as it was made two years in advance.

Please note that if you select 4 or 5-year prepayment, your contract will be written for a corresponding Term.

Prices will not be raised for any prepaid periods. At the end of the prepayment period, invoicing of Recurring Fees will resume pursuant to the Agreement.

PERIOD	NON-PREPAYMENT AMOUNT**	PREPAYMENT AMOUNT**	INITIAL HERE*
2 Years	\$114,000.00	\$110,580.00	
3 Years	\$171,000.00	\$160,740.00	
4 Years	\$228,000.00	\$207,480.00	
5 Years	\$285,000.00	\$250,800.00	

No Prepayment

* No Selection implies client will not prepay.

**Totals shown are for Recurring Fees only; additional one-time fees are not included in prepayment options.

Additional Note

Current Annual charges of \$39,800.08 per year will be prorated and credited back for the period between the start of the new contract and the end of prepaid period.

Acknowledgement of Order

All Payments are due Net 30.

The term of the software reflected on this Order will begin on the first day of the month following the date upon which the Contract is signed by the Customer. Professional Services offered on a fixed fee basis and Subscription fees are billed immediately after the Contract is signed by the Customer.

Tax Exempt Customers must provide valid documentation to FWI prior to the time of invoicing.

Applicable Shipping charges and Taxes will be included on the invoice for the associated item charge.

By signing on the authorized signature lines, the Contracting Entity, including its authorized agents, agree that the contract documents referenced herein or attached hereto are binding and enforceable, and apply to the software, services and/or hardware to be utilized by the Contracting Entity and/or the Customer as set forth on this Order. The Contracting Entity and/or the Customer further acknowledges that any PO terms, which contradict the contract documents, shall have no force and effect. By signing below the signatory warrants and represents that he/she is an authorized representative of either Four Winds Interactive, LLC on the one hand, or the Contracting Entity and Customer on the other, and can legally bind these entities accordingly and hereby accept and agree to the terms contained in the following documents:

1. The Master Software and Services Agreement entered into between Four Winds Interactive ("FWI") and the City and County of Denver ("Customer") dated December 14th, 2016, as amended; and
2. Any Statement of Work and/or any Professional Service Package descriptions appended to this quote.



Order
Q-08410-6

Addendum

1. Customer acknowledges that the terms governing Software Licenses previously purchased are hereby terminated and replaced with the terms of the Software Licenses quoted herein. The replacement Software Licenses shall be subject to the Software License terms of this Quote.
2. Additional Add-on Enterprise licenses can be purchased for \$570.00 per license and will be Coterminated with the original Enterprise purchase.

City & County of Denver

FOUR WINDS INTERACTIVE LLC



FWI Cloud User Subscriptions

Overview

The FWI Cloud is a web-based, mobile-friendly portal for Four Winds Interactive customers to manage their content and devices on a Visual Communications network. Customers can add new users to the FWI Cloud and assign them one of three User Subscription types, fulfilling specific user needs within organizations.

- Author
- Contributor
- Viewer

As part of the initial purchase, customers who subscribe to the FWI Visual Communications platform receive three User Subscriptions. Additional FWI Cloud User Subscriptions may be purchased a la carte at any time. FWI Contributor and Viewer Subscriptions must be purchased in bulk packs with the option to add User Subscriptions à la carte after the initial purchase.

User Subscription Types

Author

Authors have the highest access to the Four Winds Interactive platform. In addition to the permissions of a Contributor, these users are responsible for creating, or *authoring*, new templates / applications, and updating the existing templates / applications.

Examples of Authors include an employee who is responsible for creating an application to meet a specific business need, updating layouts to meet company standards or branding guidelines, defining where a *Contributor's* content is displayed in an application, and the final publishing of applications for *Viewers*.

Additionally, Authors are responsible for system administration, for example, creating new users and assigning user permissions for the platform. These administrator capabilities are optional for the Author Subscription, as not every Author needs this level of access. When applicable, these types of Authors can make changes in the *Admin Center* module within FWI Cloud.

Contributor

Contributors have all the content access rights of viewers, but they are also adding, or *contributing*, information to the Visual Communications network in the form of content and data, which is managed using the *Content Library* module in FWI Cloud.

Examples of Contributors include the employees responsible for updating schedules or directories in a spreadsheet, adding company events or human resources content for internal consumption, or sharing marketing materials for external messaging.

Generally, Contributors are also responsible for the health of the Visual Communications network, including the addition of new devices and monitoring the status of existing screens to ensure the right information is displaying on the right screens. For this, Contributors have access to the *Devices* module in FWI Cloud.

Viewer

Viewers are passive participants in the FWI Visual Communications network. Rather than contributing content or authoring new applications, these users consume, or *view*, applications published by others to their personal devices.

Examples of Viewers include company employees seeing announcements on their desktop or mobile device. They are not adding information, just receiving it from others.

Storage

All *FWI Cloud* customers are entitled to 500 GB of *Content Library* asset and data storage at no additional cost. Options to expand storage to 1 TB, 5 TB or 10 TB are available for customers who require greater flexibility in their storage needs. An FWI Account Executive can provide additional information on expanding asset and data storage beyond 500 GB.



FWI Cloud

FWI Cloud provides access to every component required for a successful visual communications implementation. In addition to powerful enterprise-grade software, value-add features like popular third-party integration adapters, content feeds, and best-in-class assets via the FWI Store are included. With no unexpected add-ons, **FWI Cloud** is made available to you through endpoint Device Subscriptions and User Subscriptions. Your initial purchase of an Enterprise Device Subscription Package affords you access to the following components at no additional charge:

Component	Quantity	Description
Content Player	Corresponding to the number of Device Subscriptions purchased as identified on the Order.	Software for digital application playback on personal or private displays. Multi-platform support including BrightSign, Windows, Android, Samsung SSP, and LG webOS.
User Subscriptions	Three free User Subscriptions are issued with the initial purchase of an Enterprise Device Subscription package. These three User Subscriptions can be issued at any level of required credentials: Author, Contributor or Viewer.	Full access to all FWI CMS software, including Content Manager Desktop, Content Manager Web, Integration Studio, FWI Store, and FWI Cloud.
FWI Cloud	Unlimited access for those issued a User Subscription.	Cloud-based tools for device management, user management, content storage, and content contribution.
FWI Infrastructure	Unlimited access to multi-tenant for those issued a Device Subscription or User Subscription.	Database management, application deployment, device & playback reporting through FWI Services, and integration framework.
Content Manager Desktop	Unlimited access for those issued a User Subscription (requires Author credentials).	Software for designing, scheduling, and publishing visual applications for public and personal displays.
Content Manager Web	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Browser-based version of Content Manager Desktop.
Integration Framework	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Secure API framework used to integrate systems and data sources.
Integration Studio	Unlimited access for those issued a User Subscription (requires Author credentials).	Software for building and maintaining data integrations. Includes standard adaptors to common 3 rd party data sources.
FWI Services	Unlimited access for those issued a User Subscription (requires Author credentials).	Set of web services used to host content deployments and provide device & content level reporting capabilities.
Maintenance and Support	Included with purchase of Enterprise Device Subscription Package.	Ongoing software updates and fixes along with 24/7/365 technical support.
FWI Store	Unlimited access for those issued a User Subscription (requires Author or Contributor credentials).	Library of best-in-class templates, apps, plug-ins, images, videos, and other content to help build and refresh your visual communications network.
Standard Adapters	May chose up to three.	Examples include Microsoft SharePoint, Microsoft Exchange, EMS, and other open adapters.
Common Feeds	May chose up to three.	Examples include Bing Maps and NOAA weather feeds.



FWI Cloud Subscription Details

- **Hosting Infrastructure** :: FWI offers both an on-premise (Client-Hosted) and a hosted (FWI-Hosted) solution. The FWI-Hosted infrastructure is provided and maintained by FWI; the Client-Hosted infrastructure is managed by the customer. *FWI Cloud* product functionality is available for use with on-premise infrastructure but is not available for on-premise installation.
- **Device Subscriptions** :: Subscription to utilize Content Player to receive and deploy content to an endpoint.
- **User Subscriptions** :: Please refer to the document titled *FWI Cloud User Subscription Agreement* for details.
- **Professional Services** :: FWI's Professional Services help execute the full potential of the software—quickly and expertly—by applying best practices gained from past implementations. This is a recommended value-add, not included within the license cost, and is scoped and priced separately.
- **Individual Application Pricing** :: Applications offered in conjunction with *FWI Cloud* Device Subscriptions and User Subscriptions are not available for individual sale.
- **Content Sources and Liability** :: FWI software provides the visual communication platform used to deploy and display the data and content of choice to customer-designated device(s). FWI is not responsible for the availability or legality of the content selected to deploy, whether the content originates from internal or external sources.
- **Master Services Agreement** :: Access to *FWI Cloud* through Device and User Subscriptions are subject to the provisions of the *FWI Master Software and Services Agreement*.
- **Hardware Provisions** :: FWI professionals may scope and procure recommended hardware for an enterprise visual communication system, but FWI is not a hardware manufacturer. Any hardware purchased upon request may require a deposit and is subject to manufacturer-issued warranties passed on to the customer.
- **Microsoft Windows Server(s)** :: FWI provides and maintains required server infrastructure for FWI-Hosted customers. Those opting for the Client-Hosted infrastructure must license and maintain the required servers, server components, and network requirements.
- **Common Adapters** :: Adapters and feeds provided with the *FWI Cloud* are subject to change based on availability and third-party price changes.
- **Third-Party Content Feeds** :: As part of the *FWI Cloud* offering, FWI provides you with the opportunity to utilize third-party content feeds. If you decide to utilize either third-party content feed, as a condition of such utilization you acknowledge and agree that: (1) FWI offers no representations or warranties regarding the third-party content feeds; (2) you will utilize the third-party content feeds in accordance with applicable terms of use for those content feeds; and (3) you will indemnify FWI against any claims brought against FWI arising from your use of the third-party content feeds that is not in conformity with their terms of use. **It is expressly acknowledged that, in the event Customer chooses to utilize Bing Maps through FWI, only the first 3000 Bing Map API calls to the Bing Maps system in any calendar month shall be deemed included in Customer's subscription. Each Bing Map API call to Customer's Bing Maps account exceeding 3000 during any calendar month shall result in a fee charged to Customer at a rate of \$ 0.00228 cents per Bing Map API call. The fees owed by Customer for any Bing Map API calls in any calendar month over 3000 will be billed to customer in accordance with FWI's standard billing practices.**
- **Add-On Device and User Subscriptions** :: Additional Device and User Subscriptions can be purchased at the price of the latest Enterprise Pack purchased. Additional subscriptions will be coterminous with the term of the last Enterprise Pack purchased.

FWI Store

One of the greatest benefits of the FWI Enterprise Solution is full access to FWI Store. The FWI Store provides the building blocks for digital communication, with downloadable content for subscribed customers who want to construct or maintain their own applications and interfaces using pre-existing templates and assets. FWI Store supplies a constantly growing set of assets to help build a best-in-class digital communications network and keep it looking fresh. The FWI Store subscription includes:

- Pre-Built Visual Applications
- Plug-ins
- Blank template layouts
- Image backgrounds
- Video backgrounds
- Weather, time, and date layouts
- Clocks and other common digital signage elements



CITY AND COUNTY OF DENVER

EXECUTIVE OVERVIEW

Four Winds Interactive (FWI) is the City and County of Denver's chosen vendor for an Enterprise Digital Signage Platform. For the past 3 years, the City & County of Denver has been working with FWI to enhance employee communication and customer satisfaction. Human Resources, Parks and Recreation, Human Services are some of the current departments using the platform in their spaces. Our partners connect with their audience by deploying visual applications that take engagement to the next level in many ways:

1. Curate a better visitor and employee experience
2. Improve brand awareness
3. Increase operational performance and efficiency
4. Boost employee engagement, collaboration and retention
5. Promote and recognize philanthropy
6. Drive improvement to key performance indicators
7. Enhance patient satisfaction with improved facility navigation
8. Provide alerts; heighten safety awareness
9. Live data meeting room signs
10. Encourage Participation in events, trainings and programs

With FWI, the possibilities are endless when it comes to digital signage. With this platform you can transform your communications and department branding with flexibility of creative design. Keep your employees informed and your clients satisfied with live, up to date information. The following pages walk through different use cases FWI can assist you with along with a brief pricing page to help plan your next digital communication project.



DIGITAL SIGNAGE EXAMPLES

Schedule

DENVER #CCDigital 12:00 PM November 09, 2018

36°

2019 BENEFIT BASICS

Learn more about your benefit options at a Benefit Basics presentation, where you can hear a brief summary of all the benefits offered, and then ask questions of the Office of Human Resources (OHR) Benefits team.

Learn about your benefits at one of our **BENEFIT BASICS CLASSES**:

DATE	LOCATION	TIME
Thursday, Oct. 11, 2018	Webb Building, Room 4.G.2 and 4.F.6	2:30 p.m.
Wednesday, Oct. 17, 2018	Webb Building, Room 4.G.2 and 4.F.6	9:00 a.m.
Thursday, Oct. 25, 2018	Webb Building, Room 4.G.2 and 4.F.6	2:00 p.m.
Tuesday, Oct. 30, 2018	Webb Building, Room 4.G.2 and 4.F.6	8:30 a.m.

For more information visit: www.denvergov.org/benefits

8 a.m.-3:00 p.m. • Self-evaluations are open in Workday until No

WASHINGTON PARK 701 S FRANKLIN ST., DENVER, CO 80209 (720) 865-3400 DENVERGOV.ORG/RECREATION

Fitness Schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Group Training 6:15 AM - 7:15 AM	Yoga Yoga 6:30 AM - 7:30 AM	Group Training 6:15 AM - 7:15 AM	Yoga Yoga 6:30 AM - 7:30 AM	Group Training 6:15 AM - 7:15 AM	Yoga Yoga 6:30 AM - 7:30 AM	Poolball 11:00 AM - 1:00 PM
Yoga Yoga 8:30 AM - 9:30 AM	Total Body Conditioning 8:00 AM - 9:00 AM	Yoga Level 1 8:30 AM - 9:30 AM	Total Body Conditioning 8:00 AM - 9:00 AM	Yoga Level 1 8:30 AM - 9:30 AM	Yoga Level II 10:00 AM - 11:00 AM	Open Gym 1:15 PM - 4:00 PM
Essential Total Body 10:00 AM - 11:00 AM	Power Stretch 9:15 AM - 10:00 AM	Meditation 9:15 AM - 10:00 AM	John Foddes PE 9:15 AM - 10:15 AM	Open Gym 12:00 PM - 6:00 PM	Open Gym 11:30 AM - 6:00 PM	
Zumba 11:30 AM - 12:30 PM	SilverSneakers Classic 9:15 AM - 11:15 AM	Yoga: Multiple Sevens 10:00 AM - 11:00 AM	SilverSneakers Classic 9:15 AM - 11:15 AM			
Open Gym 12:30 PM - 2:45 PM	Poolball 11:30 AM - 1:30 PM	HOOP 11:30 AM - 12:15 PM	12:45 PM - 4:15 PM			
Power Yoga 9:30 PM - 9:30 PM	Open Gym 1:45 PM - 4:15 PM	Open Gym 12:30 PM - 2:45 PM	7:45 PM - 8:00 PM			
Full Court Basketball 7:00 PM - 9:00 PM	Open Gym 7:45 PM - 9:00 PM	HOOP 1:30 PM - 3:45 PM	3:30 PM - 6:15 PM			

Open Gym SilverSneakers Class Group Fitness

Welcome to Washington Park: MY Denver youth activities schedule available on site • SilverSneakers honored at this site • Pool area sh

Employee Communication

DENVER #CCDigital 11:58 AM November 09, 2018

36°

STATE OF THE CITY Mayor Michael B. Hancock's key components and initiatives for equity and a sense of community in his State of the City address.

Find out more at www.denvergov.org/stateofthecity

"We should be proud of how far we've come. We are a city on the rise, and our clarion call is to seize the moment and set Denver and everyone on an equitable path of prosperity for the next 100 years."

- Mayor Michael B. Hancock

#CCDigital: Risk Management is offering free AED training in

Employee Engagement

DENVER #CCDigital 11:49 AM November 09, 2018

36°

#CCDigital Halloween Hoopla CCD employees! Submit your Halloween pet photos on the #CCDigital webpage at www.denvergov.org/humanresources. We'll display your photos on the #CCDigital signs and website!

ccdm@ccdm.com

A great big welcome to all of the #CCDigital employees! We look forward to sharing the latest and greatest in renewable news. <https://ccdm.com>

#CCDIGITAL DIGEST

2019 Merit Increase

The Career Service Board has approved to revise the rules to adjust the merit increase for 2019 from 3.27 to 3.30 percent.

Wings program at Denver Central Library Nov. 15. • Visit www.d

FWI® DIRECT™

FWI DIRECT 11:04 am December 7, 2018

Tova Alexandrovich
Direct Marketing Representative
Legal

talalexandrovich@facebook.com
303.555.5659

Current Location **RE-MAP**

Upon entering the Keyer turn right.

Bear a slight left and follow signs for the exit.

BACK

DIRECTORY SOCIAL STUFF TO DO TRAFFIC EVENTS TRANSIT

FWI® BOOKED™

Conf 319 - Claude Monet

FWI

10:00 AM
October 23, 2019

AVAILABLE
No Current Meeting

BOOK NOW

UPCOMING: 11:00 AM - Internal Design Team Weekly meeting

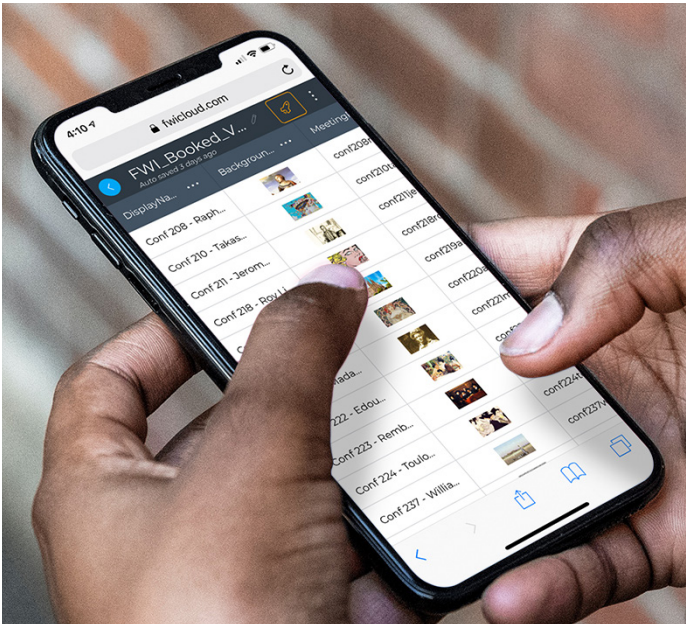
VIEW ALL



PLATFORM OVERVIEW

FWI Cloud

FWI Cloud is a digital signage platform focused on simplifying content contribution, giving users the ability to easily and effectively manage their organization's visual communication networks. FWI is responsible for hosting each organization's database, streamlining device activation and deployment, integrating with key business systems, and providing high-quality options for content storage and management. All infrastructure components and tools required for optimized network deployment and ongoing management are included.



Content Player

Content Player software is installed on the PC powering the client's digital endpoints. Once sign content and applications are deployed from CM Desktop or CM Web, Content Player displays the content and interfaces on each digital endpoint. The Content Player software is available for Windows, Android, BrightSign, Mac OS X, iOS and Samsung SSP. with native applications. Additionally, signs can be displayed as HTML in any standard web browser using the FWI Web Player.

Visual Communications Management

This resource is not designed to merely answer the phone and insert a new piece of content in the schedule, but rather, will operate a strategic partner, aligned with your organizational goals, to execute on a predefine visual communications strategy. A Visual Communications Manager (VCM) will help you with your content changes too, but provides so much more value than that and will act as an outsourced extension of your team to drive:

- Goal Definition
- Content changes
- FWI Store app updates
- Schedule Adjustment
- System upgrades
- Usage metric reporting
- Consistent review cadence

Integration Framework

Integration Framework allows us to integrate with virtually any third-party system or API. It brings all of our disparate integrations into a single installable package that uses a common interface to build, test, troubleshoot, deploy, and monitor our integrations to third-party applications or any other complex data source.

FWI Services and Network Monitoring

FWI Services provides a set of server-side features that extends the functionality of Content Players, content deployment over HTTP/HTTPS, the option of playing specific channels, templates or content on-demand, integrating with emergency messaging, responding to SMS text messages, and dynamically generating QR codes. In addition, FWI Services offers a wide range of status logging, monitoring, and reporting features. FWI Content Players log over 70 attributes regarding player characteristics, playlogs, and interactive data, which is stored in a reporting database.



PRICING PLAYBOOK

Product/Service	Quantity	Per Unit Cost	Billing Frequency	Notes	
Software Licensing					
1 License	1	\$570	Annually	Need 1 license per screen	
User Licenses					
Author	1	\$1,000	Annually	Author Authors can utilize new cloud platform and Content Manager Desktop to design and manage templates + Device management.	
Contributor	1	\$102	Annually		
Contributor Per user price; available individually. Contributors can utilize new Cloud platform and Content Manager Web. Easy content contribution to existing templates.					
Hardware Options (10% discount of the list cost will be applied)					
PC Player Options		List	Discount		
FWPW-32	1	\$808	\$727	One-Time	PC Player for Non-Interactive Screens
FWPW-52	1	\$1,057	\$951	One-Time	PC Player for Interactive screens
FWP-BS-XT1144	1	\$606	\$545	One-Time	PC Player for Non-Interactive Screens and subscription, \$24 annually per player
Non-Interactive Screen Options					
Samsung Non Touch 49"	1	\$1,290	\$1,161	One-Time	QM49H
LG Non-Touch 49"	1	\$1,233	\$1,109	One-Time	49UH5C-B *Enclosure Approved
Samsung Non Touch 55"	1	\$1,998	\$1,798	One-Time	QM55H
LG Non-Touch 55"	1	\$1,507	\$1,356	One-Time	55UH5C-B *Enclosure Approved
Samsung Non Touch 65"	1	\$2,320	\$2,088	One-Time	QM65H

* Prices and products are subject to change, based on manufacturer.

Product/Service	Quantity	Per Unit Cost	Billing Frequency	Notes	
Interactive Screen Options		List	Discount		
LG Touch Screen 49"	1	\$2,488	\$2,239	One-Time	49SM5KE-B-TSITOUCH *Enclosure Approved
LG Touch Screen 55"	1	\$2,925	\$2,633	One-Time	55SM5KE-B-TSITOUCH *Enclosure Approved
Subscriptions		List			
TINT	1	\$444		Annually	Priced per connection. Example: Twitter, Facebook, Instagram, hashtags
ScreenFeed	1	\$240		Annually	Local weather, sports, news, entertainment
Meeting Room Sign Options		List	Discount		
Interactive Elo 10" Screen	1	\$724	\$652	One-Time	FWP-10AIOA-ELO with POE+
Elo Mount	1	\$20	\$18	One-Time	ELO-AIO-VESA-Mount
Elo Light Bar	2	\$76	\$68	One-Time	Light bars for color changes on meeting room status
Enclosure Options		List	Discount		
Flat Smart Wall Mount	1	\$45	\$41	One-Time	A simple wall mount for any of the above screens. SFX645P (32'-60")
49" Slimline Enclosure	1	\$1,313	\$1,269	One-Time	Give your screen a little extra look with a custom frame enclosure. 49HR-90.HOSP
55" Slimline Enclosure	1	\$1,555	\$1,400	One-Time	Give your screen a little extra look with a custom frame enclosure. 55HR-90.HOSP
55" Freestanding Slimline Enclosure	1	\$3,365	\$3,027	Optional	A two leg free standing kiosk. For interactive and non-interactive screens. Needs to be bolted to the ground. 55HK-2Leg.F.Slim
Freestanding Baseplate	1	\$469		Optional	For the Free standing Kiosk if bolting is not possible.
Professional Services			Burst Hourly Rate		
FWI Device Setup	1	\$92.50		One-Time	Per PC
Hourly Rate	1	\$165		One-Time	Scoped per project
Professional Install				One-Time	Quoted upon request. Range between \$750 - \$1,000 per screen
Visual Communication Management Service	1/8 1/4 1/2	\$36,000 \$64,000 \$124,000	\$150 \$135 \$130	Annually Annually Annually	20 hours/month 40 hours/month 60 hours/month
Intermediate Training Package	1	\$750		One-Time	Scope provided per request
Custom Training	1	\$165		Hourly	Scope provided per request



CONTACT INFORMATION

City and County of Denver

Joe Saporito, Tech Services

P: 720.913.4982

E: joe.saporito@denvergov.org

Four Winds Interactive

Lauren Strickland, Account Executive

P: 720.389.3632

E: lauren.strickland@fourwindsinteractive.com

Steve Wilson, Customer Success Executive

P: 303.313.3068

E: steve.wilson@fourwindsinteractive.com

24/7 Tech Support: 1.877.204.6679

* Please contact Tech Services to understand next steps in the sales process.

