

AGREEMENT FOR PROFESSIONAL SERVICES

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

W I T N E S S E T H:

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

WHEREAS, Contractor has provided City Common Use Terminal Equipment (CUTE) for processing passenger check-in operations at the check-in counter and/or at the boarding gate for airlines at DEN; and

WHEREAS, the City requires support and maintenance for CUTE and Contractor will provide such maintenance and support to include the migration of the infrastructure of this system from an on-premise solution to a “cloud” solution; and

WHEREAS, this procurement qualifies for the Sole Source Exception under Executive Order No. 8, including Memorandum No. 8B and, therefore was not competitively bid; and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables

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PLANE-202158763

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

B. Standard of Performance. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

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

D. Subcontractors.

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

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

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

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

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

Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

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

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

3. OWNERSHIP AND DELIVERABLES:

A. Ownership. All property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, plans, drawings, reports, other submittals and any other work or recorded information originally created by the Contractor specifically and exclusively for the City pursuant to this Agreement and identified in the Scope of Work or any Task Order as “City-Owned Intellectual Property”, in preliminary or final forms and on any media (collectively, “Materials”), shall belong to the City. The Parties shall describe and disclose with specificity all such Materials in the Scope of Work or Task Order. The Materials shall not include any of Contractor’s rights to intellectual property created by Contractor prior to the effective date of the Materna Subcontract or otherwise created by Contractor outside the scope of the Materna

Subcontract or this Agreement. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City’s written concurrence that the hardware and software are satisfactorily installed and payment to the Contractor by the City under the terms of this Agreement, title to the hardware.

B. License. Subject to the terms and conditions of this Agreement, Contractor will grant City all licenses necessary for both parties’ performance of this Agreement.

C. Reservation of Rights. Contractor reserves all rights not expressly granted to the City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to the City any title to or ownership of Contractor’s intellectual property rights in services or materials furnished by Contractor hereunder, or (2) preclude Contractor from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Contractor has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for the City.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire FIVE (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

B. Suspension and Termination.

i. **Suspension.** The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet

billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause with at least ninety (90) days prior written notice to Contractor.

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

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have ten (10) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

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

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

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

C. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Two Million, Nine Hundred Fifty-One Thousand, Thirty-Eight Dollars and Four Cents (\$2,951,038.04.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

D. Basis for Contractor's Fee. Contractor's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B* ("**Rates**").

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

F. Invoices. On or before the fifteenth (15th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of

this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City’s request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

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

reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is: ***DSBO has determined that goals are not applicable to this contract.***

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70. Contractor acknowledges that:

a. If required by DSBO, Contractor shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If Agreement modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such

changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73 with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

e. For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.

f. Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

g. Should any questions arise regarding DSBO requirements, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by the Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. 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.

i. 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.

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

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints

MATERNA ISP USA CORP.
PLANE-202158763

regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

D. City Minimum Wage. To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, 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 City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by 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.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance

must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

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

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

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time

expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

F. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, lost profits, lost business opportunities, lost revenues, goodwill or anticipated savings. The Contractor's maximum aggregate liability for any breach of this agreement shall in no event exceed two times (2x) the Maximum Contract Liability stated in Article V, Section A, above. The Contractor's liability for any claim covered by the insurance policies set forth in *Exhibit C* shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, indemnity obligations or breach of Contractor's security obligations. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement.

9. 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.

10. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s)
MATERNA ISP USA CORP.
PLANE-202158763

shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

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

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

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

by Contractor to:

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

And by the City to:

Materna IPS USA Corp.
5323 Millenia Lakes Blvd., Suite 300
Orlando, FL 32839
Attn: Gary McDonald

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official

MATERNA ISP USA CORP.
PLANE-202158763

communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

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

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

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

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

I. 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.

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

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct

Contractor to coordinate its work under this Agreement with one or more such contractors.

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

L. 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.

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

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

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

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

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

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

S. Environmental Requirements. Contractor, in conducting its activities under this
MATERNA ISP USA CORP.
PLANE-202158763

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

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

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

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

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual

orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

D. Colorado Open Records Act.

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

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

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

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

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

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

H. Conflict of Interest.

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

ii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

I. No Employment of a Worker Without Authorization to Perform Work Under The Agreement.

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

ii. The Contractor certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

iii. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

12. 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.

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of

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

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

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
Section 1 through 16 hereof
Exhibit A
Exhibit B

Exhibit C

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202158763-00
Contractor Name: MATERNA IPS USA 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:**

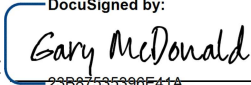
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202158763-00
MATERNA IPS USA CORP

By: 
23B87535390E41A...

Name: Gary McDonald
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A



Scope of Work
CUTE/CUPPaS for Denver International Airport
Service Description
V1.5

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1.3	01.19.2022	Berry, Les	Merge Annual Support and Upgrade Services
1.4	01.23.2022	Dunn, Daniel	Additional Edits
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Table of Contents

1 Introduction	1
2 Annual Maintenance and Support	3
2.1 Scope of Onsite Support	3
2.2 Materna Service Help Desk	3
2.3 First Level Support	5
2.3.1 Common Use Workstation Preventative Maintenance Activities	5
2.4 Second Level Support	6
2.5 Third Level Support	6
3 Service Level Agreement for L1 and L2	7
3.1 Warranty *	8
3.2 Preventative Maintenance	8
4 Operational Support	9
4.1.1 Incident and Problem Management	9
4.1.2 Change Management	9
4.1.3 User-Management	10
4.2 Service-Manager	10
4.3 Service-Review Meetings	10
5 Upgrade to a Cloud Hosted Solution	11
5.1 Amazon Elastic Compute Cloud	12
5.2 AWS Backup	12
5.3 AWS Workspaces	12
5.4 AWS Directory Service	13
5.5 AWS Guard Duty	13
5.6 RDS Database Service	13
5.7 AWS Elastic Load Balancer	13
5.8 Materna Managed Monitoring	13
5.9 High Level Monitoring Overview	13
5.10 Materna Platform	14
5.11 Airline Applications	14
5.12 Migrate Airline Connections	14
5.13 Cloud Transition	14
5.14 Disaster Recovery Testing	15
5.15 Assist Decommissioning Legacy Infrastructure	15

6 Target Architecture 16

7 Timelines 18

8 Location of Work..... 18

9 Obligations of the customer..... 18

10 Delimitations 18

11 List of Acronyms 23

12 Contact Information 25

1 Introduction

Denver International Airport is currently the third busiest airport in the world. It serves 24 airlines serving 184 destinations, of which 21 destinations are international. One major factor in the success of DEN's operations is its Common Use Terminal Equipment (CUTE/CUPP) environment.

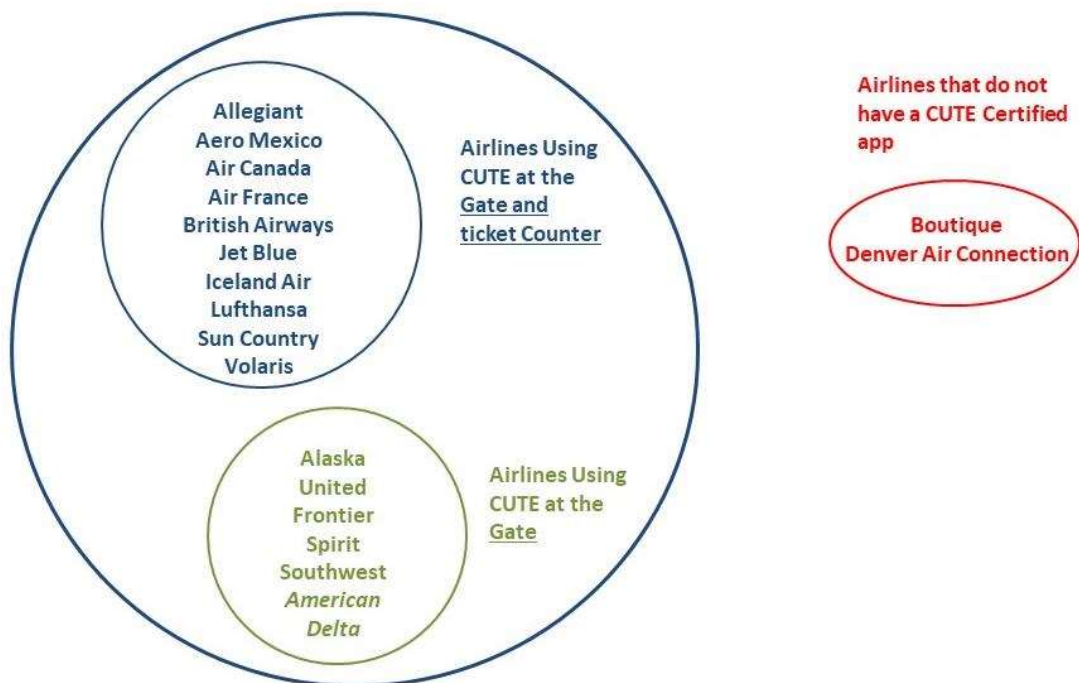
Airport common use terminal equipment (CUTE/CUPP) is an IT solution that enables multiple airlines to use existing airport infrastructures (a same hardware and equipment at specific airport) to control passenger and flight processing through their own servers. CUTE/CUPP was the first common use system used at airports with specific standards introduced at 1980s by IATA.

The CUTE/CUPP environment provides airlines the ability to process passengers in the Jeppesen Terminal and/or at the passenger loading gates. This includes the following airline business capabilities:

- Passenger Checking
- Seat Assignments
- Print Boarding Passes
- Print Passenger Bag Tag

The picture demonstrates that all but one airline participates, in some form or another, in Common Use.

Airlines using CUTE as of December 1, 2021



Materna-IPS is willing and able to provide Support and Maintenance The purpose of this Scope of Work is to define:

1. The Annual Maintenance and Support
2. Upgrade from an On-Premises solution to a cloud hosted solution.

2 Annual Maintenance and Support

2.1 Scope of Onsite Support

The Onsite support includes:

- 24 x 7 Onsite SHD to handle all calls from the airlines.
- 24 x 7 x 365 managed service for:
 - 44 Common Use positions,
 - 10 Common Use Self Service Kiosks (in storage)
- Asset Management will use the airports asset management tool. DEN asset tags will be used during installation (per device) and during the term of contract (ServiceNow CMDB tool).
- Utilization of the ServiceNow CMDB tool for recording, tracking, and reporting will be utilized. Technicians will receive electronic tickets on their mobile device and all information and resolution to the calls are tracked.
- Materna's onsite Technicians will perform the spare part logistics using ServiceNow.

2.2 Materna Service Help Desk

Materna will continue to use the Service Help Desk (SHD) which has been established for DEN's Self-Bag Drop Operation to receive and manage the calls from the airlines. The local phone number currently used by the airlines will tie into the internal phone system of the airport allowing the airlines direct access to the SHD. The representative on the SHD will request information from the caller and then dispatch the technicians to the location where technical support is required. The SHD will record the call in the ServiceNow for tracking and statistical analysis.

The primary objective of the SHD is to provide a single point of contact between the Materna products and services being provided and the airlines. The responsibilities of this team are:

- Logging all relevant incidents details, and assigning priority codes
- Providing first line investigation and diagnosis
- Resolving incidents when contact whenever possible.
- Escalation incidents that they cannot resolve.
- Keeping end users informed of progress.
- Closing all resolved incidents
- Conducting customer/user satisfaction call backs or surveys
- Updating the knowledge base
- 24/7 Business Support Helpdesk as main Single Point of Contact (SPOC) for Incidents and Service Requests by Materna IPS
- Acceptance of incidents
- Ticket system (action request) with unique ticket ID and the required information on customer data, customer's service, contact person, detailed problem description, etc.
- Setting up of a trouble ticket with corresponding escalation procedure and error priority (problem description, classification, affected services, customer, contact person with phone number, e-mail address, etc.)

- Provision of a short-term solution to the customer, e.g., based on entries in an information database.
- Appropriate follow-up also available for problems that occur later.

Incidents will be prioritized based on impact and urgency, as defined by the Service Catalog that will be agreed upon with DEN and any other stakeholders. The Service Catalog will be created in coordination with Materna and DEN to ensure all service level agreements are in an easy to use formats for all analysts on the SHD.

Calls received from the airlines that involve CUTE/CUPP software support will be immediately directed to the Materna Service Support Desk (SSD) via either a phone call or a ticket.

2.3 First Level Support

First Level Support will be provided on site 24x7x365 by the team of technicians already supporting the Self-Bag Drop equipment. These individuals are trained for routine break-fix technical support needed by the airlines and DEN.

L1 provides basic onsite support at the airline incident location, when notified by the SHD, for troubleshooting, such as printer configurations, break/fix instructions, ticket routing and escalation to L2 and L3 support. Lower level trained technical personnel solve known problems and fulfill service requests by following scripts/instructions. Also, when required, they may escalate the issue to IT application support or call for third party vendor maintenance, as needed.

L1 technicians also perform preventative maintenance.

2.3.1 Common Use Workstation Preventative Maintenance Activities

Daily Checks

- Automatic daily test
- Ensure workstations are logged off.

Weekly Checks

- Clean inside and outside
- Cleaning of mechanical parts
- Clean print heads
- Test for normal operation

Monthly Checks

- Blow dust away from beneath keys
- Remove and clean keys (detergent & water – NOT alcohol) clean MSR / OCR.
- Inspect unit and cabling for damage / worn parts calibrate for quality, alignment.
- Replace ribbon, print head, as necessary.

Quarterly Checks

- Monitor general condition & clean when necessary clean dust from vent holes.
- Inspect for heat damage.
- Clean dust from computers

2.4 Second Level Support

L2 Technicians provide in-depth technical support for the airline staff in response to incidents. These are experienced and knowledgeable technicians who will assess issues and provide solutions for problems that cannot be handled by L1 technicians. L2 technicians may also share work with L3 technicians. L2 technicians generally handle break/fix, configuration issues, troubleshooting, software installation and hardware repair (including in house repair or coordinating depot services).

Included is Second Level Support by Materna Managed Services – which consist of the following tasks:

- ✓ Proactive system/platform/services management
- ✓ Analysis of trends / performance management
- ✓ Identification, location, documentation and tracking of common and structural faults and issues.
- ✓ Fault/incident prevention
- ✓ Documentation
- ✓ Data backup & recovery
- ✓ Patch management for basic AWS services

2.5 Third Level Support

L3 Technicians provide expert knowledge and service support, generally at an off-site location, supporting the onsite Technicians, 7x24x365. L3 support technicians are experts in software troubleshooting that have been escalated from L1 and L2 support teams including configuration, database administration, repair of servers, network, infrastructure, email/file shares and other infrastructure and software issues. L3 technicians attempt to duplicate problems and define root causes using product design, code, or specifications and always having the ability to deploy solutions to new problems. Once identification of the root cause occurs, new fixes are provided with documentation used by L1 and L2 personnel. L3 Technicians are contacted through the SSD using ServiceNow or by a direct phone call.

These specialists are highly skilled product professionals and normally include engineers who are involved in the creation of the product and service. If needed, these L3 technicians may provide onsite support when needed for more complex issues.

All calls that need to be handled by Operations Support Desk and Engineers in Germany will be escalated either by the local Service Desk or 2nd Level Site Administrators.

3 Service Level Agreement for L1 and L2

This section defines the service level agreement (SLA) for the types of hardware used by the airlines.

Response and restore times for check-in agent counter equipment:

Reaction	Operational Hours (Flights operating)	Non-Operational Hours (Flights not operating)
Acknowledgement	5 Minutes	15 Minutes
Response	will begin within 15 minutes	2 hours on site to begin working on issue
Restoral	60 Minutes	60 Minutes after arriving at site where incident is reported.

3.1 Warranty

Under warranty, DEN is entitled to receive **hardware asset replacements**, free of charge, when an installed device shows a hardware defect.

Hardware is provided with 12-month warranty from time of commissioning, based on each phase of work. Phase one will have its own warranty 12-month period and phase two will have a separate 12-month warranty period.

3.2 Preventative Maintenance

The onsite Technicians also provide a significant amount of regular, targeted, and thorough Preventative Maintenance services. The results of these actions are lower incidents of failure and therefore, less potential disruption to the airline partners throughout the airport's terminal(s). Additionally, active, and intentional preventative maintenance work results in cost savings, with a reduced incidence of equipment breakdown and corresponding repair expense for DEN. While preventative maintenance services are being performed, technicians will ensure that the airline clients receive a high level of customer care.

4 Operational Support

4.1.1 Incident and Problem Management

There are procedures in place for DEN SBD Operation. These processes will be adapted to mutually agreed processes for the CUTE/CUPP Operation where feasible. The core functions of these processes are defined in the following definitions of Incident and Problem Management.

4.1.1.1 Incident-Management

Incidents (24x7x365) are accepted at a local service support desk. The error description as well as the required information are defined in a form agreed with the customer. The helpdesk staff are trained technicians who can carry out an initial error analysis and processing for the incident. In case of serious problems that cannot be solved immediately, the helpdesk can fall back on the availability (24x7x365) of the system administration to solve the problem.

4.1.1.2 Problem Management

The goal of the problem management process is to minimize the harmful effects of disruptions on business processes. This includes the avoidance of recurring problems related to the services provided.

4.1.2 Change Management

Change management involves the comprehensive handling of changes in this Services. Changes may be required in response to business needs or planned proactively to increase efficiency. A coordinated approach to the implementation of changes contributes to the achievement of objectives and at the same time minimizes the disruptions associated with the changes.

By centrally recording and coordinating all changes of the production systems, as well as holistic release planning, better coordination of mutually influencing IT changes can be achieved between clients and work teams. "Holistic" here means all applications, all organizational units in IT, all IT systems, cross-center schedule coordination, overview, and summary of processes. This subsequently leads to better stability of systems and less effort in follow-up.

Target goals to ensure a fast and timely implementation of changes without compromising IT service quality.

- ✓ Submitting and recording: Capture and review change requests, known as CABs (Change Advisory Board).
- ✓ Accept: Filtering CAB and accepting for further processing.
- ✓ Classify: Classifying CABs according to category and priority
- ✓ Planning: Planning of upcoming activities incl. their execution and incl. resource planning
- ✓ Coordinate: Coordinate creation, testing and implementation

4.1.3 User-Management

End-user accounts for using the service will be maintained by Materna. Changes to these accounts will be handled as a Service Request by the central Service Desk. Up to 10 Change Request for User management are included in this service per month. Additional service requests will be charged at cost.

4.2 Service-Manager

The Service Manager has a central role in delivering the service and will be provided by Materna with the main tasks as follows.

- ✓ Central contact person for the entire service
- ✓ Supports the definition and establishment of service and capacity KPIs and their measurability.
- ✓ Ensures the monitoring of the necessary components.
- ✓ Improves monitoring also after the transition phase.
- ✓ Coordinates the transfer of projects and changes into regular operation.
- ✓ Takes care of analysis after critical failures.
- ✓ SLA Report
- ✓ Assumes coordinating role in change management.
- ✓ Participant of Service Review Meeting if needed.
- ✓ CSI (Continual Service Improvement)
- ✓ Provides support to meet customer needs.
- ✓ Contact person in case of escalations.
- ✓ Monitors that expected service levels are achieved.

4.3 Service-Review Meetings

The service manager coordinate meetings between the parties on a regular basis to coordinate, detail, implement and control the operational processes. Two service review meetings for this service are included. The aim of these meetings is to discuss and evaluate the achievement of the service levels for the past period and to develop measures for service improvement. Another goal is to coordinate planned activities of the parties involved and capacity planning for the coming period.

5 Upgrade to a Cloud Hosted Solution

DEN is in the process of updating the CUTE/CUPP environment at Denver International Airport. Materna, under the direction of Denver Business Technologies, will replace the existing CUTE/CUPP environment, which is currently in productive use at Denver International Airport, with a new, contemporary environment. The technical infrastructure will be renewed and brought up to date.

In the renewed state the CUTE/CUPP system will be migrated to the cloud. The necessary backend systems are operated centrally in the cloud, and the necessary client services are provided as a thin-client service as a remote workplace from the cloud. Devices on the customer premise are only necessary as a platform for offering the remote workplace function. These Devices will be provided by Denver International Airport. Management of these devices will be a shared responsibility between the Materna IPS on-site team and the Denver Airport Team.

All Systems should be available 24/7 with high availability as they support important business processes on the customer site. Systems should be run in a secure and stable environment. To ensure a stable service extensive proactive monitoring of all systems will be included.

The service is provided as an additional component in an overall package that Materna provides for Denver International Airport, in particular the operation of the SBDs. This CUTE/CUPP solution therefore partly uses shared resources, in particular the same connection between the airport and the cloud.

Materna will furthermore offer Support, Incident, Change, and Problem Management for the solution and central Service Desk as single point of contact for all inquiries of the service. All Service Processes will be integrated in the existing services.

Planned Deliverables that will be provided by Materna for the Service are:

Deliverables for the CUTE/CUPP PaaS Service	
Technical Resources Production Environment	Amazon Virtual Private Cloud AWS Backup AWS Directory Service AWS EC2 Instances for CUTE Server. AWS EC2 Instance for Management Server. AWS Elastic Load balancer Amazon Workspaces Materna managed Monitoring Central Directory Service AWS Guard Duty RDS Database Services
Technical Resources Reference Environment for testing purposes	Identical to Production Environment, besides: Only one Amazon Workspace

	Time based operation – assumed is that the environment is active not more than 4 Days per Month on an average.
Connectivity to the Cloud	The Existing Infrastructure will be used to connect the customer site to the cloud Resources and is not part of this service
Service Resources	1 st Level Service Support Desk – provided in the U.S. by Materna. 2 nd Level Support – provided locally in DEN by Materna. 3 rd Level Support – provided by Service Engineers in Germany. Incident-Management Problem-Management Change-Management Update-Management User-Management for the Directory-Service Service-Manager VPN-Management

5.1 Amazon Elastic Compute Cloud

Amazon Elastic Compute Cloud (Amazon EC2) is a web service that provides secure, resizable compute capacity in the cloud.

Materna IPS will use the instances to operate CUTE/CUPP and Management Server.

Costs may differ if instances are used less or more. The CUTE/CUPP Servers will be configured with scaling and in base operation mode only one CUTE/CUPP Server will be active. The second could manually be added for testing purposes.

5.2 AWS Backup

AWS Backup enables centralized and automated data protection across AWS services. AWS Backup offers a cost-effective, fully managed, policy-based service that further simplifies data protection at scale. AWS Backup also helps with supporting regulatory compliance obligations and meeting business continuity goals.

For the planned AWS EC2 Instances a daily Snapshot with maximum of 3 GB changed Data is assumed

5.3 AWS Workspaces

Amazon Workspaces is a managed, secure cloud desktop service which is used here to offer the end-user functionality for the CUTE/CUPP Environment. As part of this environment, Windows is provisioned. End-users can connect to Workspaces from any supported device using the free Amazon Workspaces client application on supported devices including Windows and Mac computers, Chromebooks, iPads, Fire tablets, Android tablets, or using Chrome or Firefox web browsers. Users will connect using credentials set up in the Directory Service.

5.4 AWS Directory Service

AWS Directory Service for Microsoft Active Directory, also known as AWS Managed Microsoft Active Directory (AD), enables your directory-aware workloads and AWS resources to use managed Active Directory (AD) in AWS. AWS Managed Microsoft AD is built on actual Microsoft AD.

The Directory Service is used to manage the End-user Accounts and credentials.

5.5 AWS Guard Duty

Amazon GuardDuty is a threat detection service that continuously monitors for malicious activity and unauthorized behavior in the Environment running in the cloud . The service uses machine learning, anomaly detection, and integrated threat intelligence to identify and prioritize potential threats and is be used internally by the Materna 2nd Level Support to improve security inside the environment.

5.6 RDS Database Service

SQL Server is a relational database management system developed by Microsoft and it used by the backend plications to store data. The Service will be provided in the Multi-AZ Environment and maintains a standby in a different Availability Zone for automatic failover in the event of a scheduled or unplanned outage.

5.7 AWS Elastic Load Balancer

Elastic Load Balancing automatically distributes incoming application traffic to multiple destinations, such as Amazon EC2 instances, containers, IP addresses, Lambda functions and virtual applications. It can direct the variable load of your application traffic to a single Availability Zone or to multiple Availability Zones. It is used to distribute incoming traffic to the separated Availability Zones.

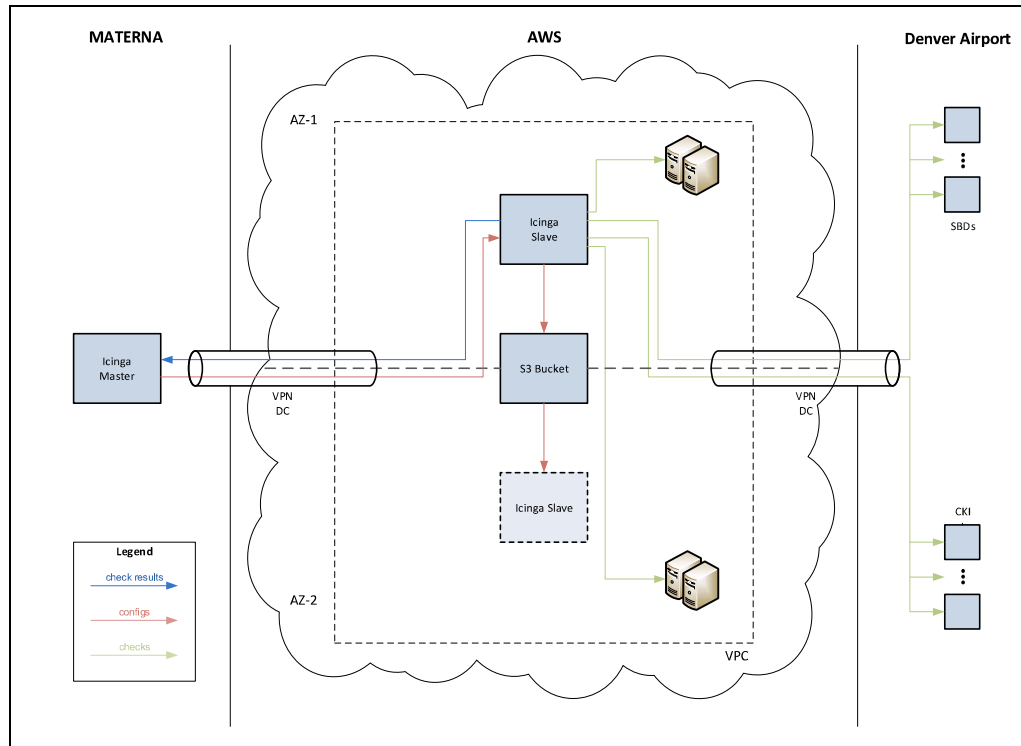
5.8 Materna Managed Monitoring

This chapter provides an overview on the setup processes of the monitoring solution based on “Icinga” used by Materna. Icinga is an open source Nagios fork that is continuously improved by a large community. Because of its modular design, Icinga can be flexibly aligned and extended to meet all kind of hardware, software and especially business process monitoring. The setup process is based on a workflow for Failure Mode and Effect Analysis Definition Process.

5.9 High Level Monitoring Overview

To enable the monitoring within the Cloud and the Denver Airport network, the following monitoring architecture is planned to extend the monitoring environment of Materna:

Figure 1

Monitoring
Overview

5.10 Materna Platform

Installation and configuration of the latest available Materna Platform onto the AWS environment.

5.11 Airline Applications

Installation and testing of the airline applications to the AWS environment.

5.12 Migrate Airline Connections

Reach out to all airlines operating in DEN to initiate transition from their on-premise connection to cloud-connections. Facilitate on-premise connectivity as long as necessary for the duration of migration. The existing on-premise connectivity stack (External Service Stack) will be retained as long as necessary for airline connections.

5.13 Cloud Transition

Transition existing thin clients to the newly created AWS infrastructure, based on the following steps:

- Lab testing of all hardware and software components and airline applications, to identify any flaws and apply corrective actions to ensure 100% functionality.
- After successful lab testing of AWS infrastructure, transition pilot workstation group (identified by DEN) to AWS for operational testing.
- Identify and remedy any outstanding issues based on airline operational usage.
- Perform full, site-wide transition following the successful pilot test.

5.14 Disaster Recovery Testing

Establish Disaster Recovery scenarios and protocols during / after the transition. Perform testing of all possible failure scenarios (within reason) to ensure operational impact is minimized, recovery is efficient, and clear line of duties and responsibilities are defined and known to all parties.

5.15 Assist Decommissioning Legacy Infrastructure

Following successful transition, Materna will provide assistance in identifying any elements that may still be necessary for reliable system operation (e.g. airline circuits not yet migrated to cloud), and assist DEN with the decommissioning of software and hardware components that are no longer required.

6 Target Architecture

The following diagram provides a high lever overview of the current and proposed architecture.

Current Architecture

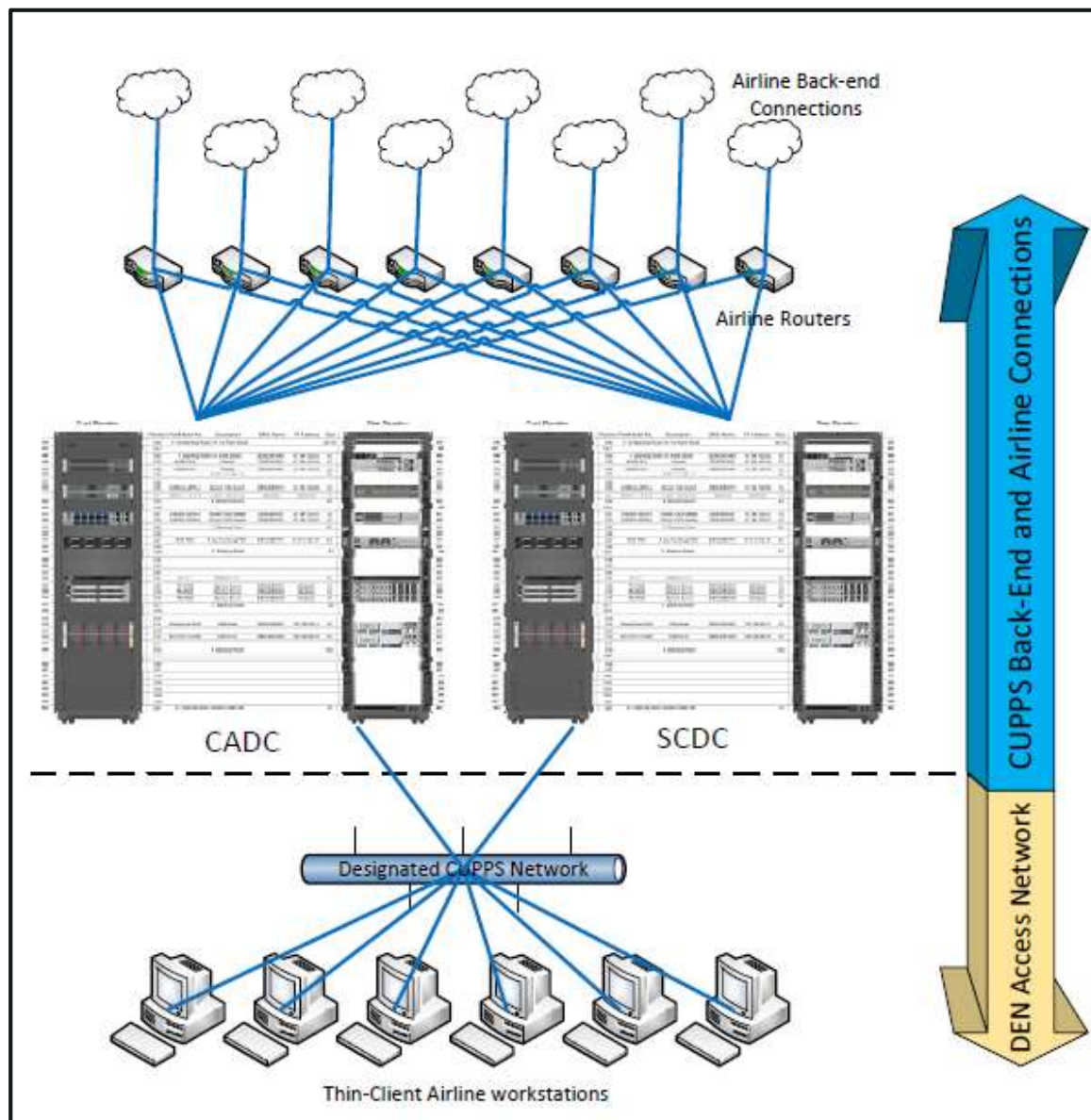


Figure 1: Draft-Version Infrastructure

7 Timelines

Implementation Timelines must be agreed mutually between the parties. The implementation time for the back-end AWS core service itself is approximately four weeks. The overall implementation of the CUTE/CUPP in Cloud project and migration is estimated 6 months. The project schedule and more detailed plan is shared with DEN in separate document(s).

8 Location of Work

AWS back-end setup services described here are provided remotely. On-site work at the customer's premises will be carried out by the local L1 & L2 Support Teams.

9 Obligations of the customer

The customer must deliver or support the following deliverables:

- ✓ Client-Infrastructure for running AWS Workspaces from the Cloud with the CUTE/CUPP Application
- ✓ Local Network Infrastructure
- ✓ Local Network Configuration

10 Delimitations

All Service processes described in this document are depended on a managed service contract between Materna and Denver International Airport. This description of this Scope of Work does not exist at the current time. Therefore, changes to all described processes in this document may change. In this respect, the definitions in this document are non-binding representations.

All services hosted by public cloud providers are subject to their technical and commercial product features and are subject to change at any time. Such changes will be made within the change process. This may result in additional costs during operation for implementation of such technical changes which will be mutually agreed between the customer and Materna while the operation phase.



Reasons for Upgrade

1

SBD Redundancy Improvement

Redundance will be improved by adding a second Direct Connect link.

2

Increased Bandwidth Need for CUPPSaaS

CUPPSaaS uses Thin Clients – CUPPS Clients are provided by AWS Workspaces. Workstations running in cloud require additional Bandwidth for seamless operation.

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2





	Current Leased Line	2 nd Leased Line Option	100 Mbps to 1Gbps Increase Option
Provider	Lumen / CenturyLink	Lumen / CenturyLink	Lumen / CenturyLink
Bandwidth	100 Mbps	100 Mbps + 1 Gbps	2 x 1 Gbps
Availability	Already in place	Approximately 4 months after order	Approximately 4 months after order
Price (One time setup)	No charge, already in place	\$3,285	\$3,538
Price (Monthly)	Included in current pricing	Current price + Additional \$1,673 per month	Monthly Total Price: \$1,673 + \$2,292 (Current price no longer applies)
Purpose	SBD Live Operations	SBD Live + Backup Operations	SBD Live + Backup + CUPPSaaS Fully Redundant
Backup / Fallback	2 x VPN Connections	2 x Leased Lines + 2 x VPN Connections	2 x Leased Lines + 2 x VPN Connections (Fully redundant)

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7

11 List of Acronyms

ASA	Adaptive Security Appliance
AWS	Area Wide Service
AZ	Availability Zone
CAB	Change Advisory Board
CMDB	Configuration Management Database
CSI	Continuous Service Improvement
CUPPS	Common-Use Passenger Processing System
CUSS	Common Use Self Service
DCS	Departure Control System
DEN	Denver Airport
DNS	Domain Name Servers
DXU	DX-Union
FMEA	Failure Modes and Effects Analysis
GUI	Graphical User Interface
IA	Incident Announcer
INT	Integration (backend environment)
IS	Incident Solver
ISMS	Information Security Management System
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITSM	Information Technology Service Management
KEDB	Known Error Database
KPI	Key Performance Indicator
ORM	Operational Review Meeting
PROD	Production (backend environment)
RACI	Responsible, Accountable, Consulted, and Informed
RCA	Root Cause Analysis
RFC	Request for Changes

SBD	Self Bag Drop
SHD	Service Help Desk (on-site at DEN)
SLA	Service Level Agreement
SPOC	Single Point of Contact
SRM	Service Review Meeting
SSD	Materna Service Support Desk (Germany)
SUS	Software Update Service
UAT	User Acceptance Test (backend environment)
VM	Virtual Machine
VPN	Virtual Private Network

12 Contact Information

Company	Person	Function
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marketing@materna-ips.com

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Exhibit B Hourly Rates

Item	Hourly Rate Range
Materna Labor Costs	
Additional Labor Costs for Materna On-Site Supervisory Personnel	
Denver Senior Project Manager	\$170-\$200
Quality Manager	\$140-\$160
Airline Integration Manager	\$150-\$170
Materna HQ Support Personnel	
Developer	\$165-\$185
Network engineer	\$190-\$210
Procurement	\$100-\$120
Product Management	\$165-\$185
Project Management	\$145-\$165
Quality Assurance	\$140-\$160
Service Engineer	\$185-\$205
Technical Project Management - Lead Engineer	\$150-\$170
Technical Field Advisor - Engineer	\$140-\$160

	Year 1 - 2022	Year 2 - 2023	Year 3 - 2024	Year 4 -2025	Year 5 -2026	Total
CUTE Annual Software Support	172,000.00	176,300.00	180,707.50	185,225.19	189,855.82	904,088.50
Cloud Implementation	225,000.00					
Cloud Managed Services	99,750.00	99,750.00	99,750.00	99,750.00	99,750.00	498,750.00
Additional Annual CUTE Costs	225,000.00	230,625.00	236,390.63	242,300.39	248,357.90	1,182,673.92
Cloud Service Subscription	549,750.00	330,375.00	336,140.63	342,050.39	348,107.90	1,681,423.92
Sub-Total	721,750.00	506,675.00	516,848.13	527,275.58	537,963.72	1,681,423.92
Contingency - 5%	36,087.50	25,333.75	25,842.41	26,363.78	26,898.19	140,525.62
Grand Total	757,837.50	532,008.75	542,690.53	553,639.36	564,861.90	2,951,038.04

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, host liquor, 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 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.

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 unescorted airside driving privileges are required, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be 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. If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
- 4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$10,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement.
- 5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$10,000,000 per occurrence and \$10,000,000 policy aggregate.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
- 6. **Property Insurance:**
Contractor is solely responsible for any loss or damage to their real or personal property including, without limitation, property, materials, tools, equipment, and structures. If Lessee carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.
- 7. **Installation Floater:**
Contractor shall provide coverage with a limit equal to the full insurable value of materials and equipment and be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, and soft costs. The policy shall cover property while located at the project site, at temporary locations, or in transit; and name the City as the loss payee on the policy, as its interests may appear. Coverage shall remain in force until acceptance of the work by the City.

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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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, 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.

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. Said notice shall be sent thirty (30) 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) 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 seven (7) 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.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other 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. 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.
4. 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.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
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 set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.