COMMON USE SYSTEM EQUIPMENT (CUSE) MAINTENANCE AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.

AT
DENVER INTERNATIONAL AIRPORT

AGREEMENT

THIS AGREEMENT FOR COMMON USE SYSTEM EQUIPMENT (CUSE) MAINTENANCE SUPPORT (Contract Number PLANE-201525863) ('Agreement"), made and entered into as of the date set forth on the signature page below (the "Effective Date") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.,** a corporation organized under the laws of the State of Georgia and authorized to do business in Colorado ("Consultant"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and has acquired certain hardware and software from Consultant and Consultant has granted City a perpetual, , non-exclusive license to use the software acquired, and will require professional services for the same, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the City desires to obtain software maintenance services for the CUSE system acquired by the City from Consultant; and

WHEREAS, the City requires professional services to assist with creating a new Common Use Server Stack for redundancy of the CUSE system; and

WHEREAS, the Consultant is qualified and ready, willing and able to provide the requested professional services to the City, in accordance with the terms of this Agreement;

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

1. LINE OF AUTHORITY:

The City's Chief Executive Officer of the Department of Aviation, her designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described herein to the Airport's Senior Vice President – Technologies/Chief Information Officer (the "SVP/CIO") as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The SVP/CIO's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the SVP/CIO may rescind or amend any such designation of representatives or delegation of authority and the CIO may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

2. SCOPE OF SERVICES:

A. Scope of Services; Order: The Consultant, under the general direction of, and in coordination with the SVP/CIO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Scope of Work for this Agreement is attached hereto as **Exhibits A and A-1, collectively, the "Scope of Work"**. The job categories, descriptions and rates for the professional IT consultants that Consultant shall provide are described on attached **Exhibit B, "Rates and Charges"**. The City shall authorize specific engagements with the Consultant by placing a written order which will contain a description of the work to be performed and the rate to be charged (the "Order"). The Consultant agrees that during the term of this Agreement it shall fully coordinate its work under all Orders with any person or firm under contract with the City doing work or providing services which affect the Consultant's services. The Consultant shall faithfully perform the work described in any and all Orders in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in an Order.

B. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVP/CIO determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibits A and A-1**. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP/CIO. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement.

3. TERM:

The Term of this Agreement shall commence on October 1, 2016, and shall terminate THREE (3) years thereafter, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for one period of two (2) years, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

4. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth on **Exhibit B, "Rates and Charges"** and as may be further described herein.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the SVP/CIO.

C. Invoicing: Consultant shall provide the City with a quarterly invoice in advance from 1 October 2016 in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in 30 days from the invoice date and in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Nine Hundred and fifty-five Thousand Dollars and 00 Cents ($955,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TAXES AND COSTS:

A. The Consultant shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

B. The City shall provide to Consultant, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Consultant, the City shall reimburse Consultant the actual cost of such items.

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to

the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency.

6. STATUS OF CONSULTANT:

It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant 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 Charter and Ordinance.

8. PERSONNEL ASSIGNMENTS:

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Consultant's organization. Consultant's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Consultant, or, until such time that his performance is reasonably deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP/CIO of Aviation not to be unreasonably withheld

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or subcontractors to perform work under **Exhibits A and A-1**. The SVP/CIO must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Consultant's and the sub-consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the SVP/CIO in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP/CIO, which approval shall not be unreasonably withheld. The SVP/CIO shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the SVP/CIO receives the list of key professional personnel, which the Consultant desires to replace. If the SVP/CIO or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVP/CIO reasonably determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he may give the Consultant notice of the period of time, which the SVP/CIO considers reasonable to correct such performance. If the SVP/CIO notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use reasonable efforts to obtain adequate substitute personnel within ten days from the date of the SVP/CIO's notice.

9. SUBCONTRACTORS:

A. Although the Consultant may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the SVP/CIO or his authorized representative such approval not to be unreasonably withheld . Requests for such approval must be made in writing and 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 SVP/CIO. 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 the contract.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVP/CIO shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP/CIO shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Consultant shall not retain any subcontractor to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

Notwithstanding the above, it is agreed that Materna GmbH is an approved subcontractor for the purposes of this Agreement.

10. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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 Den. Rev. Mun. Code 20-90.3.

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

12. DSBO GOALS:

The Consultant may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: ***Not Applicable.*** If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

13. PREVAILING WAGES:

Employees of the Consultant or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Consultant covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Consultant's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. The Consultant may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

14. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. CITY REVIEW OF PROCEDURES:

The Consultant agrees that, upon request of the SVP/CIO, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

16. COORDINATION OF SERVICES:

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

17. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit D**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit D**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that is reasonably deemed necessary to cover its obligations and liabilities under this Agreement.

18. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Consultant's work performed under this Agreement ("Claims"), to the extent such claims are proven to arise out of the negligent conduct or actions of the Consultant, unless such Claims have been specifically determined by the trier of fact to be the result of the negligence or willful misconduct of the City.

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

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

D. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, lost profits, lost business opportunity, lost revenue, goodwill or anticipated savings. The Consultant's maximum aggregate liability for any breach of this Agreement shall in no event exceed One Million Dollars ($1,000,000.00). The Consultant's liability for any claim covered by the insurance policies set forth in **Exhibit D** shall in no event exceed the maximum insurance coverage amount for each respective policy. The Consultant's obligations set out in this paragraph shall survive the termination of this Agreement.

19. COLORADO GOVERNMENTAL IMMUNITY ACT:

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

20. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

Consultant shall (i) defend City against any third party claim that the Work, or materials provided by Consultant to City infringe a patent, copyright or other intellectual property right, and (ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Consultant. The foregoing obligations are subject to the following: the City (a) notifies the Consultant promptly in writing of such claim, (b) grants the Consultant sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Consultant's opinion be likely to be made, the Consultant may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Consultant shall remove the infringing item(s) or material(s) and refund the portion of any fee for the affected Work. The Consultant shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Consultant's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Consultant or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Consultant pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

21. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF SOFTWARE:

A. Ownership: With the exception of the Consultant's application software and any third party software, including any alterations or enhancements thereto made under this agreement and licensed to the City by Consultant as more fully described in **Exhibit C** Software License, the City and Consultant intend that 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, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. 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 Consultant 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 provided that these items have beenpaid in full to the Consultant by the City.

B. License Grant: Subject to the terms and conditions of this Agreement, Consultant grants City the license set forth in **Exhibit C**, the **SOFTWARE LICENSE**

C. Reservation of Rights: Consultant reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party 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 Consultant has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

22. OWNERSHIP OF WORK PRODUCT:

Except as otherwise set forth at paragraph 21, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from the City's use of such documents for purposes other than those described in this Agreement. City and Consultant agree that, to the extent permitted by the Colorado Open Records Act ("CORA"), C.R.S. 24-72-201 *et seq.,* the City shall treat Consultant's submittals and confidential, commercial and trade secret as defined by CORA.

23. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 18, "Defense and Indemnification," and Paragraph 20, "Intellectual Property Indemnification and Limitation of Liability," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement by the Consultant which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

24. SOFTWARE SOURCE CODE ESCROW:

If required by **Exhibit A, A-1, or C** Consultant and City will execute a Software Source Code Escrow agreement for the software more fully described in **Exhibit A, A-1, or C**. Such agreement shall be mutually agreed between the parties and supplementary to this Agreement and to any software license agreement between City and Consultant, pursuant to 11 United States Bankruptcy Code, Section 365(n) (11 U.S.C. §365(n))

25. ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant 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 Manager. Any oral presentation or written materials related to DIA 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. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

26. COLORADO OPEN RECORDS ACT:

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant 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 the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

27. DATA CONFIDENTIALITY:

A. For the purpose of this Agreement, confidential information means any information, knowledge and data marked "Confidential Information" or "Proprietary Information" or similar legend. All oral and/or visual disclosures of Confidential Information shall be designated as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party‘s own information of like importance which is to be kept confidential.

C. These obligations shall not apply, however, to any information which:

(i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

(ii) was in the receiving Party’s possession prior to receipt from the disclosing Party; or

(iii) is received by the receiving Party independently from a third Party free to disclose such information; or

(iv) is subsequently independently developed by the receiving Party as proven by its written records; or

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

28. EXAMINATION OF RECORDS:

A. The Consultant agrees that the City's duly authorized representatives, including but not limited to the City’s Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

29. INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

30. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with material cause on thirty (30) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services reasonably become unsatisfactory to the Manager. The Consultant may terminate for material cause on thirty (30) days written notice to the City.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the Work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

31. 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 the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or

default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

32. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

33. NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to:	Chief Executive Officer of the Department of Aviation Denver International Airport 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-6340
And by City to:	Ultra Electronics Airport Systems, Inc. Attn: Mark Jenkins The Oaks, Crewe Road Manchester M23 9SS, UK

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

34. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed 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 the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. ASSIGNMENT:

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager, but such consent shall not be unreasonably withheld.

36. CONFLICT OF INTEREST:

The Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall reasonably determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty 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.

37. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

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

C. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

38. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

39. FEDERAL PROVISIONS:

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 Denver Municipal Airport System, including DIA. The provisions of the attached Federal Aviation Administration Required Contract Provisions are incorporated herein by reference.

40. AIRPORT SECURITY:

A. It is a material requirement of this Contract that the Consultant shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Consultant shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Consultant or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Consultant shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant's operations under this Contract. The Consultant shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Consultant or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Consultant shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Consultant may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Consultant's operations at the Airport.

D. The Consultant shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Consultant fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Consultant under this Contract.

41. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

42. CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

43. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

44. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 51 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix:	Federal Aviation Administration Required Contract Provisions
Exhibits A and A-1:	Scope of Work
Exhibit B:	Rates and Charges
Exhibit C:	Software License
Exhibit D:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 51 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 - Federal Aviation Administration Required Contract Provisions
Sections 1 through 51 hereof
Exhibit C
Exhibits A and A-1

Exhibit B
Exhibit D

45. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

46. INUREMENT:

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

47. FORCE MAJEURE:

Neither party shall 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 reasonable control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

48. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

49. COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

50. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically the City in the

manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

51. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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:

By_____

By_____

By_____

Contract Control Number: PLANE-201525863-00

Contractor Name: Ultra Electronics Airport Systems, Inc.

By: _____

Name: MARK JENKINS
(please print)

Title: HEAD OF COMMERCIAL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Federal Aviation Administration Required Contract Provisions

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 Number PLANE 201525863

A. Title VI Clauses for 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.

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.

B. 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);

• 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).

C. FAIR LABOR STANDARDS ACT

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 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.

D. OCCUPATIONAL SAFETY AND HEALTH ACT

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

SCOPE OF SERVICES

The Scope of Work shall be the provision of support services (the “Services”) to the City by the Consultant as defined in Schedule 1 hereto for the Software and Hardware provided by the Consultant (the “Services”).

SOFTWARE AND HARDWARE SUPPORTED

The Application Software to be supported by the Consultant shall be as detailed in Schedule 1 hereto. The City is responsible for the support of all System hardware and Third Party Software.

PROCEDURES

The Consultant will log all calls for the Services and record the action taken.

RESPONSE

The Consultant will respond to calls as defined in Schedule 1 hereto in respect of each type of Fault as applicable.

SERVICE PERIOD AND SCHEDULE OF CHARGES

This Agreement shall have become effective on 1 October 2016 and shall continue in full force and effect for THREE (3) years thereafter, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for one period of two (2) years, by written amendment to this Agreement (the “Term”) no later than 60 days before the end of the Term The fixed annual charge (“Annual Charge”) shall be $150,000 for 3 years of the Term of the Agreement plus the optional 1 x 2 year extensions thereafter.

EXHIBIT A – SCOPE OF WORK

SCHEDULE 1

This Schedule describes Services that the Consultant shall provide to the City under this Agreement

The definitions detailed below are specific to this Schedule.

1 DEFINITIONS

Actual Response Time	is the actual time taken for the Consultant to commence work to fix the Fault upon receipt of a call from the City to the Consultant and following initial diagnosis by the City;
Application Software	is the proprietary UltraCUSE application software installed at the Site;
Availability	is the time the System is available during Operational Hours divided by Operational Hours (less any planned down time or down time due to an Infrastructure Outage) and is calculated over a calendar month;
The City (in this Schedule)	is the City's Helpdesk and/or Passenger Systems Staff
Core Hours	are 07:00 to 22:00 daily local time;
Fault	is any condition that affects the operation of the System classed as an Incident or a Problem as reasonably determined by the Consultant and reasonably agreed by the City;
Fix	is a solution provided to an Incident that is mutually acceptable to both the Consultant and the City. A fix can either be in the form of a software change or a business / IT workaround;
Hardware	is the hardware to be maintained by the City;
Host System	is a networked computer system that provides check-in and boarding services on behalf of an individual airline. The Host Systems are owned and maintained either by the airlines themselves or sourced by them from specialist 3rd party system providers
Incident	is any event that is not part of the standard operation of the System that causes or may cause an interruption to or reduction in the quality of the System;
Infrastructure Outage	is any period of time during the Operational Hours when the power, WAN, wireless (RF) LAN and LAN Site network airline or handler DCS network or other equipment not provided by the Consultant but used by the Application Software, is unable to operate in accordance with its specification;
Operational Hours	are 24 hours per day and 365 days per year;
Problem	is an underlying cause of one or more Incidents;

Required Response Time	is the time allowed between the City reporting the call to the Consultant and logging the call and the Consultant commencing its investigation of the Fault;
Resolution Time:	is the time between the initial call from the City to the Consultant and when the City reasonably agrees that the Incident (Incident Resolution Time) or Problem (Problem Resolution Time) is solved;
Service(s)	is the investigation and (where applicable) correction of any failure of the System to meet the functional design specifications of the System;
Service Level(s)	are: (a) 99.7% Availability per calendar month, excluding mutually agreed scheduled down time for maintenance (b) Response and resolution times for 95% of all Incidents and Problems logged by the City to be within the timescales identified in Table 6-1;
Site	is Denver International Airport;
Software	is the combination of Application Software and Third Party Software;
System	is the combination of Software and hardware provided by the Consultant;
System Availability	is the availability for use of the System during the Operational Hours. System Availability shall be calculated as follows: $100 - \frac{\text{(System downtime per month (in minutes) x 100)}}{\text{(Maximum System Availability per month (in minutes).}}$ Any downtime caused by Infrastructure Outages or scheduled downtime shall be excluded from the above calculation.
Third Party Software	is software licensed through the Consultant that forms part of the System.
Version	is a software or hardware designation used to indicate the maturity of release and the maturity of the product in its lifecycle.

EXHIBIT A – SCOPE OF WORK

2 SCOPE OF SERVICE

2.1 The Services that the Consultant shall provide to the City for the support of the Application Software including all the necessary tools, programs and interfaces with other systems developed by the Consultant, are:.

(a) Remote monitoring and diagnosis

(b) Helpdesk technical support

(c) Trouble ticket escalation process

(d) Trouble Ticket closeout / resolution procedures

Software currency, the scope of which includes minor updates to application and third-party software as follows:

(e) the CUSE application

(f) VMware vSphere and vCenter

(g) Veeam Backup and Replication

(h) McAfee MOVE, VirusScan Enterprise, and e-Policy Orchestrator

(i) IGEL Universal Management Server

(j) IGEL Thin Client Firmware

(k) Windows 7 and Windows Server 2012R2 Operating Systems

(l) Fault logging and Tracking –Reports on monthly basis

(m) The existing UltraCUSE external service stack configuration (ESS, firewalls & switches) shall be extended to provide support for the additional connectivity from the Airline Hosts to the current IER CUSS Kiosks at the Site;

(n) Remote support shall consist of:

(i) Prompt and defined response to all queries raised, the response time is dependent on severity of the Fault;

(ii) Advice and assistance by documentary or telephone means in response to Faults raised by the City;

(iii) Telephone support to provide advice and assistance 24 hours a day 7 days per week;

(iv) Remote system monitoring and Diagnosis of Faults (provided continuous 24 x 7 remote access is available via VPN);

(v) Monitoring of server status via the Consultant's Argent monitoring tool and calling out server maintenance provider when required;

(vi) Fault priority and escalation procedures;

(vii) Fault logging and tracking system;

(viii) Fault resolution;

(ix) Fault alert notification;

(x) Applicable Application Software maintenance releases;

(xi) Modifications to the Application Software to correct Faults;

(xii) Nominated support co-ordinator;

(xiii) Service Account Management providing quarterly service review and performance reporting;

(o) The Consultant shall provide the City upon commencement of the Agreement with a named list of personnel providing the Service and shall inform the City of any change as it occurs. The personnel assigned by the Consultant to this Agreement shall be of appropriate skill, qualification, competence and experience with the objective of being able to carry out the Services in a safe, efficient, competent and unobtrusive manner.

(p) The Consultant shall make two visits to the Site per year, each of 1 day duration to be arranged at a time acceptable to both the City and the Consultant.

(q) The Consultant will provide airline application updates that have been tested with the airline and certified by the Consultant.The following airlines network and/or applications are currently present at DEN and covered under the Support Services. Any subsequent airlines will be subject to additional charge. The changes covered are for minor configuration changes/checks:

- Air Canada
- American Airlines (CUSS networking only)
- British Airways
- Delta (CUSS networking only)
- Frontier
- Icelandair
- Jetblue
- Lufthansa
- Southwest (CUSS networking only)
- Spirit
- Sun Country
- United (CUSS networking only)
- Volaris
- Virgin America

(r) The following is excluded from the Support Services and will be chargeable if required:

- Implementation of new airline applications (not upgrades) for existing airlines
- Any upgrade of operating systems to newer versions than the current deployed versions (Windows Server 2012R2 and Windows 7 Professional)

3 THE CITY'S RESPONSIBILITIES

The City's responsibilities are as detailed in Appendix C. This includes 1st and 2nd level support.

1st Level Support includes help desk support provided through the City.

2nd Level Support includes on-site support/maintenance comprising repair/ replacement of faulty workstations and peripherals, and trouble shooting.

4 SERVICE AVAILABILITY

4.1 The Service shall be available via the Consultant's UK office: 24 hours a day, 7 days a week.

For significant incidents the Consultant will make every effort to open a support conference bridge so that the City, and other participants, may dial in for status and resolution. The City and the Consultant will jointly decide on when to open and when to close the conference bridge.

For all incidents the Consultant will provide the City with both a single UK support telephone contact number and a single support email address.

5 REPORTING

5.1 Fault Reporting

Problems may be reported to the Consultant by telephone or email using the following number/email address:

- The Consultant's Service Desk 24x7 Phone Number: +44 161 946-7441
- The Consultant's Service Desk 24x7 Email Address: service@ultra-as.com

6 FAULT CLASSIFICATION

6.1 Reported Faults will be categorized in good faith by the City in accordance with the Severity Level definitions listed below. The categorization of Faults shall be subject to review and agreement by the Consultant:

SEVERITY LEVEL	DEFINITION
Priority 1	A Fault that causes a complete interruption of the System, severe operational or business impact.
Priority 2	A Fault that causes high operational or business impact; e.g. a Fault that does not render the System unusable but is preventing its productive use.
Priority 3	A Fault that causes moderate operational or business impact; e.g. introduces User inconvenience but does not render the System unusable at any one operational area or group of areas or does not prevent the System from completing correctly
Priority 4	A Fault that causes light operational or business impact; e.g. does not render the System unavailable for productive use at any one operational areas but functionality or performance does not comply with specifications.

TABLE 6-1

Faults identified with the Application Software will be rectified in accordance with **Table 6-2** below:

Category of Fault	***(a) Required Response Time (Within)**	***(b) Support Hours (Time)**	***(c) Required Incident Resolution Time**	***(d) Problem Resolution (within)**
Priority 1	30 minutes	Operational Hours	4 Hours	Within 6 months
Priority 2	1 hour	Operational Hours	24 hours	1 year
Priority 3	3 hours	Core Hours	10 working days	1 year
Priority 4	8 hours	Core Hours	10 working days	1 year

TABLE 6-2

***NOTES TO TABLE 6-2:**

(a) Required Response Time: is the time allowed between the City reporting the call to the Consultant and logging the call and the Consultant commencing its investigation of the Fault.

(b) Support Time: is the time period during which the Consultant shall work on the Incident;

(c) Incident Resolution Time is the time allowed between call being logged by the Consultant and the time the Incident is resolved

(d) This is when the Consultant will supply the permanent fix for the underlying Problem.

7. NOT USED

8 EVENT OF A FAILURE TO MEET AGREED SERVICE LEVEL

8.1 In the event of a failure by the Consultant to meet its agreed Service Level under this Schedule and where requested by the City the following service remedy process will be invoked.

8.2 The Consultant will conduct an investigation into the cause of the failure and will report back its findings to the City. The report shall include, as a minimum, the following:

- The reason for the failure to meet the agreed Service Level;
- Any difficulties encountered by the Consultant which extended the loss of service to the System;
- An action plan on how it is proposed to prevent a repeat of the failure; and
- The time scale by which the action plan shall be completed.

8.3 The Consultant will work in conjunction with the City to ensure that the appropriate actions are taken to restore the quality of the Service. A preliminary report will be delivered to the City within 5 working days. Unless otherwise agreed a final report will be provided to the City within 10 working days of the report being requested.

9 CHANGE MANAGEMENT

9.2 Change notification will include the following:

- Description of the change (including its extent and impact)
- Reason for change
- Time and duration of change

9.3 For Planned Changes, at least three (3) days' notice will be given to the nominated representative of the City.

9.4 The Consultant will endeavour to limit the impact of Planned Changes on the Application Software. For significant changes to the system a minimum of eight (8) days notification will be provided to the City.

10 ESCALATION

10.1 Should the normal means of raising an issue be unsatisfactory, or the response received by the City not reasonably deemed to be adequate, the following escalation path will be followed.

Order of Escalation	The City	The Consultant
1	**Denver Service Desk** +1 (303) 342-2012 service.desk@flydenver.com	**Ultra Service Desk** +44 161 946 7441 service@ultra-as.com
2	**Lon Nestrud** Manager of Passenger Processing Systems +1 (303) 342-2299 Lon.nestrud@flydenver.com	**Balazs Csongradi** Director of Accounts and Service +1 (306) 999-3308 Balazs.csongradi@ultra-as.com
3	**Les Berry** Director of Enterprise Architecture +1 (303) 342-2013 Les.berry@flydenver.com	**Nick Frain** Incident and Support Manager +44 161 946 7441 nick.frain@ultra-as.com

11 PERFORMANCE REPORTING

11.1 The nominated Service Account Manager shall produce a monthly performance report which will be sent to the City's nominated recipient. The service reports will include as a minimum the following information:

(a) Time call opened,

(b) Priority of call,

(c) Unique Call reference,

(d) Details of fault reported,

(e) Descriptive details of fault found,

(f) Descriptive details of repair,

(g) Time fixed,

(h) Reason for any delay.

(i) System activity and performance.

12 EXCLUSIONS

12.1 Outages of the System due to the non-availability of hardware, Host Systems, RF LAN or WAN network failures, connectivity to other third party applications, LAN and WAN networks, Planned Downtime or any items not supplied by the Consultant do not count towards the availability figures and do not form part of this SLA.

12.2 Outages due to the failure of the City to provide adequate First and Second Line Support do not count towards the Availability figures and do not form part of this SLA.

12.3 Outages shall be exclusive of periods of in-operability of any element of the System as a result of accident, fire, failure of electrical power, air conditioning or humidity control, or of the neglect, misuse or abuse of the System.

12.4 All new functionality contained within any future releases/upgrades of the Application Software will be excluded from the City use. Should the City require use of the new functionality, then this will be treated as a variation to the existing Agreement and quoted for accordingly by the Consultant. Note: new releases/upgrades required for the correction of faults or compliance with mandatory standards shall be provided free of charge.

13 HARDWARE MAINTENANCE

13.1 Repairs or replacement of all hardware will be arranged by the City at the cost of the City. The support of the System and the restoral of service is a cooperative exercise between the City and the Consultant. The Consultant will provide expertise and assistance in system fault diagnosis and restoral activities in the event of a hardware specific failure.

13.3 The City or its contracted third party first line maintenance provider shall be responsible for packing and shipping of hardware to be sent to the manufacturer for repair and return. Payment for shipment shall be the responsibility of the City or the hardware vendor.

14 PROCESSES

14.1 The support of the System is a cooperative exercise between the City and the Consultant. The process for the handling of reported faults is shown in the flow chart in Appendix C. The processes will be defined in a Service Management Plan to be agreed between the City and the Consultant.

APPENDIX B: THE CITY'S RESPONSIBILITIES

The City's responsibilities shall comprise Level 1 and Level 2 and support of all hardware and Third Party Software as well as the provision of all consumables and spares.

Level 1

Level 1 maintenance support of the System is the responsibility of the City. This level of support is considered first response to airline trouble reports and user assistance. Trouble calls received by the City will be filtered to help define the type of problem, and then evaluated for assignment to the most efficient resource to resolve the issue. All airline trouble calls shall be routed through the City helpdesk as the first step in an escalation based process; Examples of Level 1 resolution activities include:

1. the City Helpdesk shall ask a series questions of airline agent to identify nature of incident and determine whether or not the issue can be resolved via:
    a. Phone conversation with Helpdesk personnel
    b. Phone conversation with the City passenger service staff personnel
    c. the City passenger service staff personnel at location of trouble report

Level 2

Level 2 maintenance support of the System is the responsibility of the City. Trouble calls that were not resolved in a timely manner at the Level 1 response will be escalated to Level 2. Level 2 support shall consist of the City staff addressing in detail, operational issues and hardware fault resolution, limited to thin client and workstation PC hardware and associated peripheral equipment sets at Gate and Ticket counter locations.

The City will replace faulty hardware units from the spares inventory and will return faulty items to the hardware vendor for repair. The City shall co-ordinate with the Consultants service desk in order obtain return authorisation numbers from the hardware vendor

Level 2 support will include minor software troubleshooting at PC and thin client locations.

Spares

The City shall be responsible for procurement and maintaining a spares inventory of at least ten percent of the total quantity of Hardware listed below:

- CUSE/CUPPS workstation, complete with all software and LCD screen
- Keyboard with Integrated MSR/OCR
- Ticket/Boarding Pass Printer
- Baggage Tag Printer
- Document Printer (8-1/2 x 11)
- Boarding Gate Reader
- Thin Client Devices

The City shall maintain up to date records of the spares inventory.

APPENDIX C: PROCESSES

The System shall be supported in accordance with the following process:

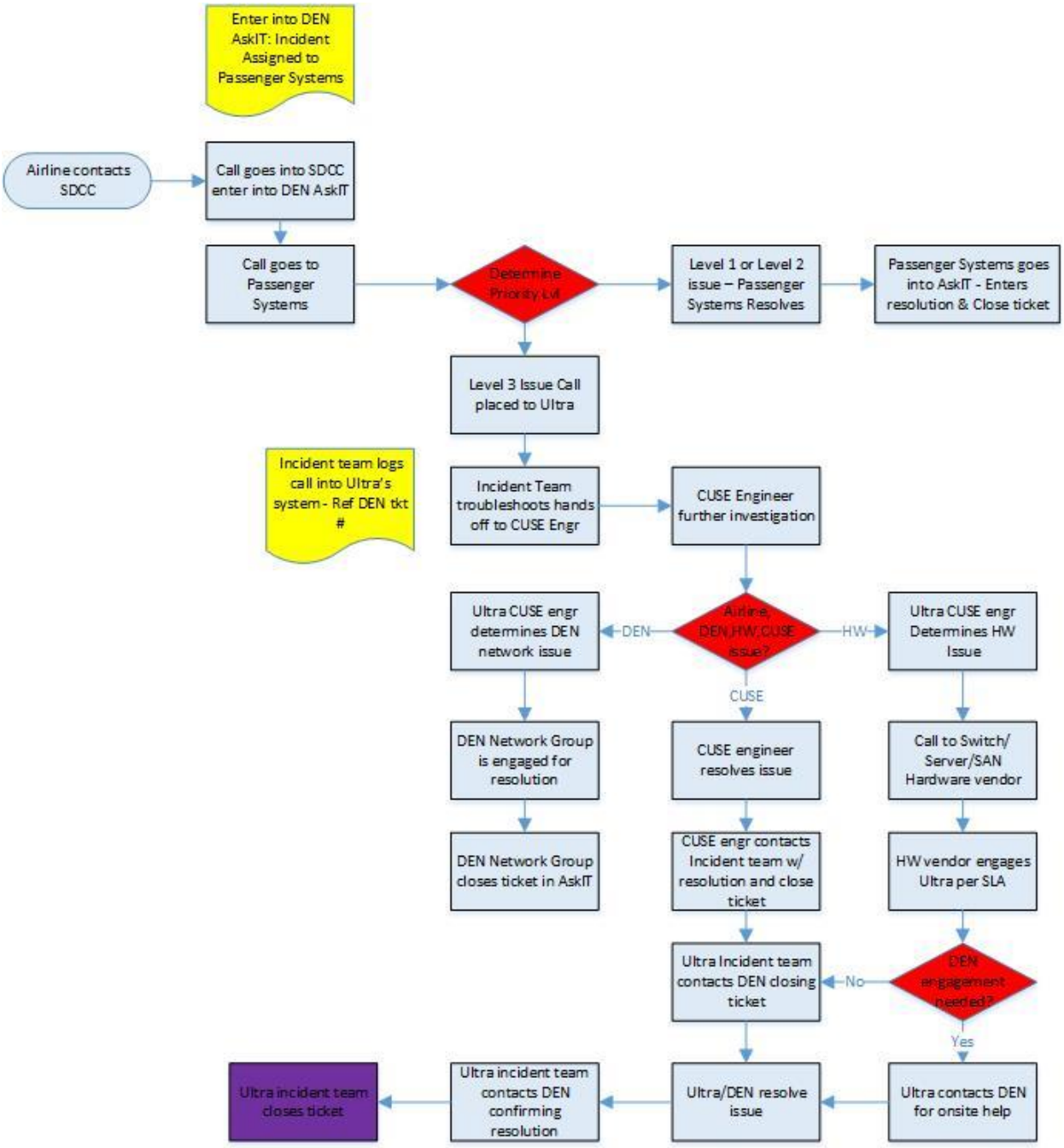


EXHIBIT A-1
Scope of Work

Ultra Electronics
AIRPORT SYSTEMS
Building 3 Suites A and B
1920 Copper Oaks Circle
Blue Springs MO 64015
USA
Tel: 816 801 8590
Fax: 816 801 8422
www.ultra-as.com

Denver International Airport

Date: 11th August 2016
Ref: Q20150288.004

For the attention of: Lon Nestrud / Steve Muller

QUOTATION

Further to recent discussions, Ultra Electronics Airport Systems ("Ultra") is pleased to provide this offer to assist Denver International Airport with creating a new Common Use Server Stack for redundancy at Denver International Airport.

1. SCOPE OF SUPPLY AND PRICE

Our scope of works will be as follows:

- Assist DIA in designing a redundant dual-datacenter UltraCUSE configuration.
- Cable and configure new switches, ESX servers, SAN servers and backup drive chassis.
- Configure system to properly utilize this new stack of equipment.
- Assist and Support the migration of airline circuits to the new datacenter as required.
- Perform validation and testing of the new equipment stack.
- Fully test failover between data centers – including a complete shut-down of both rack's equipment in turn to simulate power or network failure.
- Test recovery from failover events.
- Documentation for Ultra related tasks.
- This offer includes a site visit by Ultra staff to meet with DIA for design and planning purposes, to perform a site survey of the new datacentre, and to facilitate any security checks required prior to the main installation window.
- This offer includes the provision of up to 30 man working days on-site to implement and test the new equipment stack (3 men over one ten day period).

2. ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions have been made in conjunction with this quotation:

(a) DIA will provide all Hardware and Cabling required for this upgrade (including manufacturers' support contracts), as specified by Ultra, at no cost to Ultra.

(b) DIA will provide all COTS Software required for this upgrade (including ongoing renewal/support costs), as specified by Ultra, at no cost to Ultra.

(c) DIA will provide all racking required for Server, SAN, and Network Equipment, including provision of cage nuts/screws, earthing equipment (as required), redundant UPS-protected power feeds, and cooling, all at no cost to Ultra.

(d) DIA will install all hardware into racks as per Ultra's rack diagram specifications, at no cost to Ultra.

(e) DIA will provide a KVM switch and console in the new datacenter to allow Ultra to configure and install the Servers, at no cost to Ultra.

(f) DIA will extend the existing Internet and LAN feeds from room 14C70 to ports in the new datacenter, at no cost to Ultra.

(g) DIA will provide any SFPs, fibre, and media converters required to facilitate data transmission between datacenters, as specified by Ultra, as no cost to Ultra.

(h) DIA will provide 1st and/or 2nd line support staff, and network engineers to assist with the work as required, at no cost to Ultra.

(i) DIA will provide a safe, suitable means of transporting any hardware between datacenters as required, at no cost to Ultra. This may include overnight transfers required during maintenance windows.

(j) DIA will bear reasonable additional costs incurred by Ultra as a result of delays due to failure to provide any of the items mentioned in items 2a-2i.

3. PRICE

Our price for this work as detailed above is **US$205,000** (two hundred and five thousand dollars).

4. PRICE BASIS

The price stated above is in US Dollars. The price excludes all local, state or federal taxes. Any such charges will be payable by DIA.

5. FACILITIES TO BE PROVIDED BY OTHERS

For on-site implementation, network and power cabling should be provided, installed, tested and certified by others prior to Ultra's attendance.

Among the items that we require free of charge to Ultra for the duration of any required site work are:

(a) All necessary security passes or any other such personal documentation which may be required by the relevant authorities,

(b) Access as required while installation and commissioning is in progress,

(c) Facilities for work onsite including but not limited to office accommodation, a secure storage area, power, lighting and telephone and fax communications,

6. DELIVERY

Delivery timescales are to be agreed and based on a purchase order being placed by 22nd August 2016.

7. OUTLINE PAYMENT TERMS

Indicative payment terms:

- 40% of price upon receipt of your purchase order;
- 20% on confirmation of design and planning visit dates;
- 20% on confirmation of implementation visit dates;
- 20% on completion of Failover Testing

Invoices are payable within 30 days of the invoice date

8. TERMS AND CONDITIONS

This offer assumes Ultra's standard terms and conditions for supply.

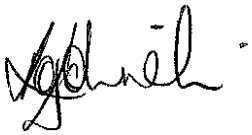
9. VALIDITY

This offer remains valid until 15th September 2016.

We trust that we have covered all your immediate requirements but please do not hesitate to contact **Lance Fuller** if there are any points on which you require further clarification:

Telephone: +1 816 809 7381 Email: lance.fuller@ultra-as.com

Yours faithfully
For Ultra Electronics Airport Systems



Kevin O'Donnell
Head of Commercial

EXHIBIT B – RATES AND CHARGES

The annual payment for contracted services covered with Exhibit A, Scope of Work:

Year One - $150,000

payable quarterly in advance

Year Two - $150,000

payable quarterly in advance

Year Three - $150,000

payable quarterly in advance

Optional Extension

The Service may be extended at the option of the City for one (1) additional two (2) year period at the end of the Term:

Optional Year Four - $150,000

payable quarterly in advance

Optional Year Five - $150,000

payable quarterly in advance

The rates exclude all sales taxes or duties to which the Consultant's supply may be liable for in the USA.

Ad Hoc Work Charges:

The following day rates will apply for ad-hoc work performed by the Consultant on behalf of the City:

- Software Engineer: $1,500 per day
- Project Manager / Consultant: $1,750 per day

The minimum value for any ad-hoc work ordered by the City is $5,000

Support Pack Option

Engineering effort days purchased in advance by the City:

Where effort days are purchased in advance by the City, in minimum blocks of 20 days, a consolidated rate of $1,400 per day will apply (regardless of the grade of the resource delivering the task).

Example: 20 days support pack = $28,000

Pre-purchased effort days must be used within the initial 3 year Term of this Agreement ; unused days will not carry forward to future extensions Amendments to the Agreement.

The Consultant and the City will agree in advance the number of days required to complete a task. For administration purposes, all tasks will have a minimum duration of 1 man-day.

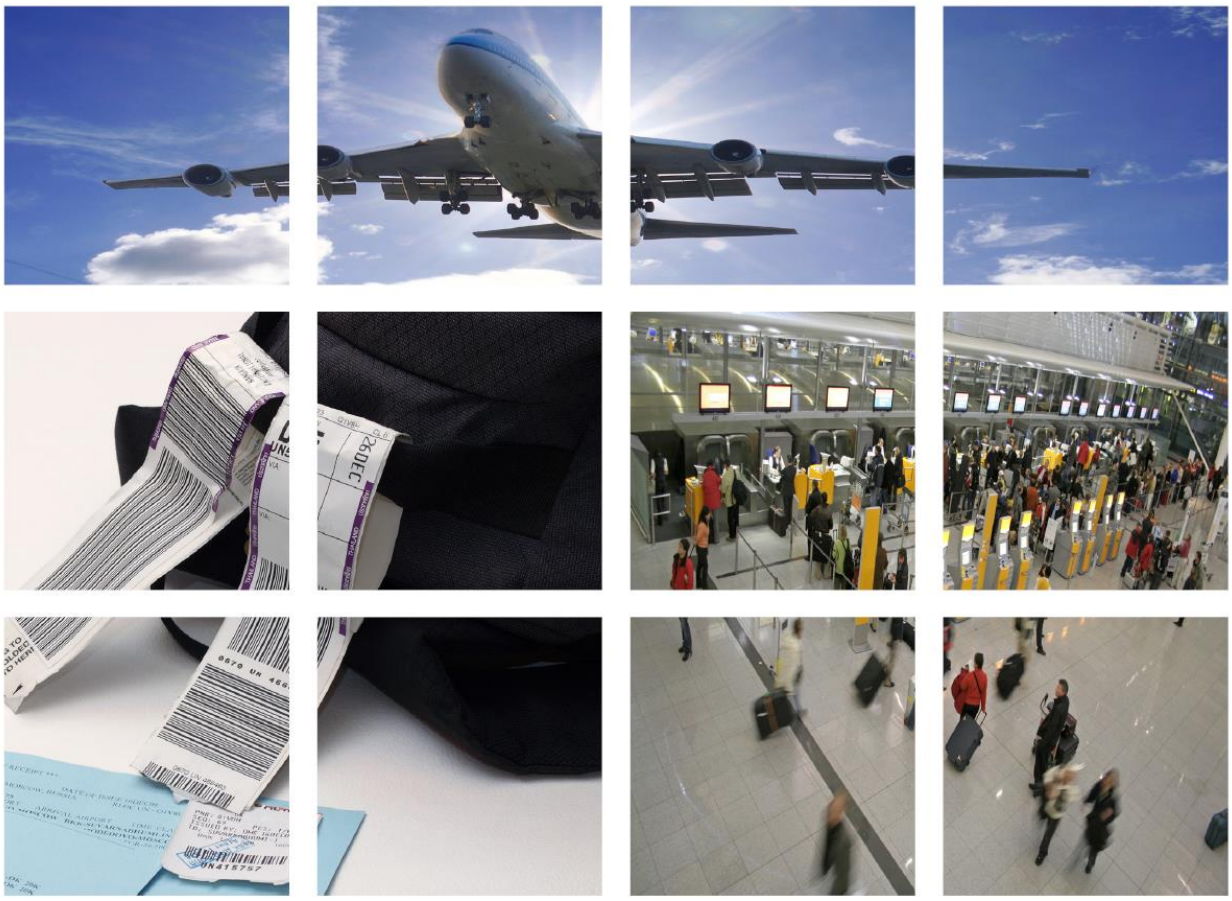
A minimum of 2 man-weeks' notice shall be provided to the Consultant in advance of a request for ad-hoc work.

Ad-hoc task examples:

- Providing network configuration changes and support
- Establishing new airline connectivity onto the external service stack
- Installing new airlines to the CUSE system
- Create firewall entries, routes or other interfaces to the CUSE environment (upon mutual agreement of the technical details)
- Host file and other CUSE configuration changes and documentation
- Other technical assistance as required for CUSE

The above rates are valid until 30 September 2019.

Exhibit C



Ultra Electronics Airport Systems, Inc.

And

City and County of Denver

Software Licence Agreement

Issue 1a *October 7, 2014*

SOFTWARE LICENCE AGREEMENT

BETWEEN

ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.

AND

CITY AND COUNT OF DENVER

THIS SOFTWARE LICENCE AGREEMENT is made and entered into this 1 __ day of _____October__, 2016___ by and between Ultra Electronics Airport Systems, Inc., a Georgia corporation with a principal office at 1230 Peachtree Street NE, Suite 3100, Atlanta, GA 30309 ("ULTRA") and City and County of Denver, a municipal corporation of the State of Colorado ("LICENSEE").

Background Statement

Licensee desires to licence from Ultra the Licensed Software (as defined below) and Ultra is willing to licence such Licensed Software to Licensee on the terms and conditions set forth in this Licence.

Accordingly, it is hereby agreed as follows:

1 DEFINITIONS

1.1 'Contract' means the supply agreement between City and County of Denver and ULTRA (Common Use System Equipment (CUSE) Maintenance Agreement of which this Licence Agreement forms a part, and which governs, amongst other things, the delivery, installation and acceptance of the Licensed Software.

1.2 'Designated Equipment' means an equipment configuration comprising a hardware system as detailed in Schedule 1 of this Licence.

1.3 'Designated Site' means the location of the Designated Equipment or such subsequent location pursuant to clause 2.5 as detailed in Schedule 1 of this Software Licence Agreement.

1.4 'Licence' means this software licence agreement between ULTRA and the LICENSEE.

1.5 'Licensed Software' means the proprietary computer software programs developed by ULTRA and continuing to be developed by ULTRA for use with the Systems as detailed in Schedule 1 of this Licence.

1.6 'License Fee' means the Fee payable by the Licensee to ULTRA for use of the Licensed Software as detailed in Schedule 1 of this Licence.

1.7 'Proprietary Information' means that information which ULTRA desires to protect against unrestricted disclosure or competitive use and which is designated as such in writing by ULTRA or if disclosed orally within thirty (30) days thereafter is reduced to a tangible form, or which a reasonable business person would regard as proprietary and confidential. All Proprietary Information shall be properly marked or noted as such prior to disclosure. Proprietary Information may include property of third parties who have granted licences to ULTRA.

1.8 'Reasonable Modifications' are defined as those that shall not materially change the scope, functionality or applicability of the Licensed Software.

1.9 'Systems' means the systems detailed in Schedule 1 of this Licence.

1.10 'Term' means a period of 3 years.

2 LICENCE GRANTED

2.1 Subject to the terms and conditions herein and upon initial use of the Licensed Software on the Designated Equipment, ULTRA hereby grants to LICENSEE a perpetual, non-transferable, revocable, non-exclusive, limited licence to use the Licensed Software in machine-readable form on the Designated Equipment at the Designated Site. .

2.2 The Licensed Software shall be used solely for its intended purpose as expressly stated in this Licence and for the sole business use of the LICENSEE and shall not be sub-licensed without the prior written consent of ULTRA and payment of additional fees.

2.3 Title to all copies of the Licensed Software remains with ULTRA or with third parties from whom ULTRA has acquired licence rights. No Licence is granted for use of the Licensed Software on other than the Designated Equipment, except as expressly provided in this Licence. No Licence, right or interest in any trademark, trade name

or service mark of ULTRA or any third party from whom ULTRA has acquired licence rights is granted under this Licence.

2.4 This Licence, the Licensed Software and any other information provided by ULTRA to LICENSEE and any licences and rights granted hereunder, may not be sold, leased, assigned, sub-licensed, utilised for timesharing, service bureau or subscription service, or otherwise transferred, in whole or in part, by LICENSEE, except as provided in clause 2.5 below.

2.5 In the event that, and only for so long as, LICENSEE's Designated Equipment is not operative, LICENSEE may transfer to and use the Licensed Software on backup equipment at the Designated Site or some other site within the United States, provided that LICENSEE informs ULTRA of such transfer in writing as soon as possible and that the Licensed Software is deleted from any backup equipment as soon as the Designated Equipment is operational.

2.6 LICENSEE may relocate the Designated Equipment to a location within the United States provided the LICENSEE informs ULTRA of the subsequent location in writing, which shall then be considered the Designated Site.

2.7 LICENSEE shall not, and shall not permit others to, adapt, disassemble, reverse engineer, decode, translate, decompile, develop, maintain or modify the Licensed Software without the prior written consent of ULTRA.

2.8 For the duration of the Contract, ULTRA will undertake to incorporate Reasonable Modifications to the Licensed Software as directed by the LICENSEE in consideration for which the LICENSEE will pay a fee to be agreed by ULTRA and the LICENSEE. If the parties are unable to agree upon a fee the Reasonable Modifications will not be provided, and this Agreement shall remain in full force and effect.

2.9 Responsibility for and obligations in respect of the delivery, installation, acceptance, passage of risk in relation to the Licensed Software shall be in accordance with the Contract.

2.10 [Notwithstanding any other clause of this Licence, the licence granted to the LICENSEE to use the Licensed Software shall be in force only if and for so long as ULTRA provides to the LICENSEE support services for the Licensed Software.]

3 TERM AND TERMINATION

3.1 The effective date of this Licence shall be the date of the initial use of the Licensed Software on the Designated Equipment by LICENSEE, with the exception of clauses 2 and 6 which are effective upon the first to occur of execution of this License or delivery of the Licensed Software or any Proprietary Information. The Licence shall remain in force subject to earlier termination in accordance with the terms of clause 3.

3.2 Without prejudice to any other rights or remedies it may have, ULTRA may terminate this Licence upon thirty (30) days' written notice to LICENSEE, if LICENSEE fails to comply with any of the material terms and conditions of this Licence and if such failure to comply is not corrected with the said thirty (30) day notice period.

3.3 ULTRA may by notice in writing to LICENSEE terminate this Licence effective on delivery of written notice if the following events shall occur:

(a) the LICENSEE commences any proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution, liquidation or similar law, or has such a filing made against it, or a receiver, custodian, or trustee is appointed for all or substantially all its asset; or

(b) an analogous event occurs in any jurisdiction; or

(c) the LICENSEE breaches any provision of clauses 2 or 6 of this Licence or takes any action that would harm or infringe ULTRA's rights in the Licensed Software or other intellectual property or trade secrets of ULTRA or its affiliates.

3.4 Upon termination of this Licence, use of the Licensed Software by LICENSEE shall cease immediately and the Licence and rights granted hereunder shall expire. LICENSEE shall have no further rights or access to the Licensed Software.

4 PAYMENTS

The LICENSEE shall pay the Licence Fee in consideration for the grant of this Licence. Payment terms for the Licence Fee shall be in accordance with the Contract. The Licence Fee is exclusive of Value Added Tax or any other customs duties, taxes and the like to which the supply of the Licensed Software may be subjected to outside of the United Kingdom.

5 COPYRIGHT NOTICES

LICENSEE shall reproduce and apply any copyright notices included on or in the Licensed Software to any copies thereof, in whole or in part, in any form.

6 PROPRIETARY INFORMATION

6.1 ULTRA hereby states and the LICENSEE hereby acknowledges that the Licensed Software constitutes a valuable trade secret of ULTRA and is to be considered Proprietary Information.

6.2 LICENSEE shall treat the Proprietary Information in the same manner as it treats its own proprietary information.

6.3 LICENSEE shall not use, disclose, make or have made any copies of the Proprietary Information, in whole or in part, without the prior written authorisation of ULTRA provided however, that LICENSEE shall be able to maintain no more than two backup or archival copies of the Licensed Software during the term of this Licence.

6.4 LICENSEE shall not publish or disclose to third parties any results of benchmark tests or trials run on the Licensed Software.

6.5 LICENSEE shall notify and inform its employees having access to the Proprietary Information of the LICENSEE's limitations, duties and obligations regarding non-disclosure and copying of the Licensed Software. Proprietary Information shall be used only by employees and authorised agents of LICENSEE and only at the Designated Site, except as expressly provided under this Licence.

6.6 The provisions in this clause concerning non-disclosure and non-use of the Proprietary Information, shall not apply to information which:

(a) is or becomes publicly known through lawful publication and without breach of this licence;

(b) is received from a third party without similar restriction and without breach of this Licence;

(c) is disclosed to a third party by or on behalf of ULTRA without a similar restriction on the third party's rights;

(d) is approved for release or use by written authorisation of ULTRA; or

(e) is required to be disclosed by law, court order or other authority of competent jurisdiction or any regulatory or government authority to which the LICENSEE is subject, but in each case only to the extent required and upon prior written notice to ULTRA.

6.7 Within thirty (30) days after termination or non-renewal of this Licence, all materials containing the Proprietary Information are to be returned to ULTRA, through a common carrier selected by ULTRA, FCA Designated Site, or destroyed at ULTRA's written instruction.

6.8 Notwithstanding any termination or non-renewal of this Licence, the obligations set forth in this clause 6 shall survive this Licence.

7 WARRANTIES

7.1 ULTRA hereby warrants that it has the right to grant a licence to use the Licensed Software to LICENSEE and that it has the right and power to enter into this Licence.

7.2 ULTRA warrants that the Licensed Software shall substantially conform to its specification, as it exists at the date of delivery, for a period of 12 months from the date of acceptance of the Licensed Software under the Contract. ULTRA's sole obligation under this warranty shall be limited to using all reasonable efforts to correct such defects and supply LICENSEE with a corrected version of such Licensed Software as soon as is practicable after LICENSEE has notified ULTRA of such defects. ULTRA does not warrant that:

(a) operation of any of the Licensed Software shall be uninterrupted or error free, or

(b) functions contained in the Licensed Software shall operate in the combinations which may be selected for use by LICENSEE to meet LICENSEE's requirements or meet the LICENSEE's requirements generally.

7.3 ULTRA's warranty obligations under the clause shall be void if the Licensed Software is modified unless such modifications are provided or authorised by ULTRA.

7.4 The warranties set forth in this clause are expressly subject to the limitations of clause 10.

7.5 LICENSEE hereby warrants that:

(a) it has all requisite corporate power and authority to enter into this Licence and all related requirements;

(b) the entering into and performance of all its obligations under this Licence has been duly authorised by all necessary corporate action on its part;

(c) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Licence; and

(d) in the performance of this Licence it shall comply with all applicable law.

8 PATENT, TRADE SECRET AND COPYRIGHT INDEMNIFICATION

8.1 ULTRA will defend, at its expense, any action brought against LICENSEE to the extent that it is based on a claim that the use of the Licensed Software within the scope of this Licence infringes any United Kingdom patent, trade secret or copyright. ULTRA will indemnify LICENSEE against any reasonable costs, damages and reasonable fees incurred by LICENSEE which are directly attributable to such claim, provided that LICENSEE:

(a) notifies ULTRA promptly in writing of the claim;

(b) permits ULTRA to defend, compromise or settle the claim; and

(c) provides all available information, assistance and authority to enable ULTRA to defend, compromise or settle the claim, provided ULTRA reimburses LICENSEE for the reasonable costs of such activity. LICENSEE shall have no authority to settle any claim on behalf of ULTRA.

8.2 Should the Licensed Software become or, in ULTRA's opinion, be likely to become the subject of a claim of infringement of a patent, trade secret or copyright, ULTRA may at its option:

(a) procure for the LICENSEE, at no cost to LICENSEE, the right to continue to use the Licensed Software,

(b) replace or modify the Licensed Software, at no cost to the LICENSEE, to make such non-infringing, provided that the same function is performed by the replacement or modified Licensed Software, or

(c) if the right to continue to use cannot be procured or the Licensed Software cannot be replaced or modified, terminate the Licence to use such Licensed Software, remove the Licensed Software, and where a specific fee was paid by LICENSEE, grant LICENSEE credit thereon as depreciated on a straight-line five (5) year basis.

8.3 ULTRA shall have no liability for any claim or patent, trade secret, copyright or other intellectual property right infringement based on the:

(a) use of other than the then latest release of the Licensed Software from ULTRA, if such infringement could have been avoided by the use of the latest release of the Licensed Software and such latest version had been made available to LICENSEE; or

(b) use of a combination of the Licensed Software with software, hardware or other materials not provided or approved by ULTRA.

8.4 This clause sets out ULTRA's entire liability with respect to infringement of patents, trade secrets, copyright or other intellectual right by the Licensed Software or any parts or use thereof, and Ultra shall have no additional liability with respect to any alleged or proved infringement.

9 LIMITATION OF LIABILITY

9.1 EXCEPT AS SPECIFICALLY SET FORTH IN CLAUSE 7 (WARRANTIES), ULTRA DOES NOT MAKE ANY WARRANTIES IN RELATION TO THE LICENSED SOFTWARE, AND ALL OTHER WARRANTIES, CONDITIONS, AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW, TRADE, COURSE OF DEALING OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY OR FITNESS FOR PURPOSE.

9.2 EXCEPT AS SET OUT AT CLAUSES 8 AND 9, ULTRA SHALL NOT BE LIABLE TO THE LICENSEE FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED (INCLUDING WITHOUT LIMITATION FOR) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS LICENCE, THE LICENSED SOFTWARE OR ITS USE.

9.3 NOTWITHSTANDING THE GENERALITY OF CLAUSE 9.2 ABOVE, ULTRA WILL NOT BE LIABLE FOR THE FOLLOWING LOSS OR DAMAGE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR BREACH OF STATUTORY DUTY:

(A) LOSS OF PROFITS;

(B) LOSS OF BUSINESS;

(C) LOSS OF CONTRACTS;

(D) LOSS OF REVENUE;

(E) LOSS OF DATA;

(F) LOSS OF GOODWILL;

(G) LOSS OF ANTICIPATED SAVINGS;

(H) ANY INDIRECT OR CONSEQUENTIAL LOSSES; OR

(I) ANY EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

9.4 THE MAXIMUM LIABILITY OF ULTRA UNDER OR IN CONNECTION WITH THIS LICENCE SHALL BE LIMITED TO AND CONSISTENT WITH THE MAXIMUM AGGREGATE LIABILITY LEVELS INCLUDED IN THE CONTRACT AND SUCH CAP SHALL APPLY TO CLAIMS, DAMAGES, COSTS, FEES AND OTHER LIABILITIES, WHETHER CLASSIFIED AS REIMBURSABLE OR NOT, BOTH UNDER THIS LICENCE AND UNDER THE CONTRACT IN AGGREGATE. THE LICENSEE ACKNOWLEDGES AND AGREES THAT IT MAY NOT CLAIM UNDER BOTH THE CONTRACT AND THIS LICENCE IN RELATION TO THE SAME LOSS.

10 FORCE MAJEURE

If the performance of this Licence or any obligation under it, except any payment obligation, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labour disputes, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the affected party (**"Event of Force Majeure"**), the party so affected shall be excused from such performance to the extent and for the period of the Event of Force Majeure. The affected party shall party shall promptly notify the other party of the nature and extent of the Event of Force Majeure, shall take all reasonable steps to alleviate its effects, and shall resume performance as soon as practicable.

11 EXPORT

Regardless of any disclosure made by LICENSEE to ULTRA of an ultimate destination of the Licensed Software, LICENSEE shall not re-export or re-transfer, whether directly or indirectly, the Licensed Software or Proprietary Information or any system containing such Licensed Software or Proprietary Information without compliance with applicable laws and without applicable export licences, which it shall be the obligation of the LICENSEE to obtain.

12 SEVERABILITY

In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

13 WAIVER

Failure or neglect by ULTRA to enforce at any time any of the provisions of this Licence shall not be construed nor shall be deemed to be a waiver of ULTRA's rights under this Licence nor in any way affect the validity of the whole or any part of this Licence or prejudice ULTRA's rights to take subsequent action.

14 INTERPRETATION

In this Licence:

(a) any references to the plural includes the singular and vice versa;

(b) any reference to a statutory or regulatory requirement will: (i) include any relevant subordinate legislation, and (ii) be construed as a reference to that requirement as may be amended, replaced or consolidated from time to time;

(c) any reference to a clause or Schedule is to a clause or schedule of this Licence;

(d) general words will not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words "including" or "in particular" (or similar) shall not limit the generality of any preceding word; and

(e) the headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Licence.

15 GOVERNING LAW AND JURISDICTION

15.1 This Licence and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of the State of Colorado, without regard to conflict of laws provisions.

15.2 The parties accept the exclusive jurisdiction of the courts of the State of Colorado to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Licence, its subject matter or formation.

15.3 Neither the United Nations Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act shall have any application to this Licence or the Contract.

15.4 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Licence, the Contract or the transactions contemplated by each.

16 INJUNCTIVE RELIEF

Notwithstanding the provisions of clause 15.2, LICENSEE acknowledges ULTRA and its affiliates shall be entitled to immediate and permanent injunctive relief in any court of competent jurisdiction without the necessity of posting a bond as a non-exclusive remedy in the event of: actual or threatened violation of the provisions of Clauses 2 or 6; or any other action or threatened action which could harm ULTRA's or its affiliates' intellectual property.

17 ASSIGNMENT

This Licence and all rights and duties of ULTRA hereunder may be freely assigned or transferred by ULTRA at its sole discretion to any person or entity which agrees to assume ULTRA's obligations hereunder, and shall be binding upon and inure to the benefit of ULTRA's successors and assigns including, without limitation, any affiliated group company of ULTRA, any entity which acquires all or a portion of the capital stock or assets of ULTRA or its parent company, or any entity resulting from or participating in a merger, consolidation or reorganization in which ULTRA and/or its parent company is involved, and to which ULTRA's rights and duties hereunder are assigned or transferred.

18 ENTIRE AGREEMENT

18.1 This Licence and the Contract set forth the entire agreement between parties with respect to their subject matter. The parties agree that the terms and conditions set out in this Licence and the Contract shall supersede all prior agreements, arrangements and understandings (whether oral or in writing).

18.2 Each party acknowledges that it has entered into this Licence in reliance only on the representations, warranties, promises and terms contained in this Licence and, save as expressly set out in this Licence, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Licence unless it was made fraudulently.

IN WITNESS WHEREOF, the parties have caused this Licence to be executed by their duly authorised representatives.

For Ultra:	For LICENSEE:
By:_____	By:_____
(signature)	(signature)
Name:_____	Name:_____
Title:_____	Title:_____

SOFTWARE LICENCE AGREEMENT

SCHEDULE 1

1. LICENSEE	City and County of Denver
2. COMMENCEMENT DATE	1 October 2016
3. TERM OF LICENCE	Perpetual
4. LICENSED SOFTWARE	UltraCUSE
5. DESIGNATED SITE (S)	Denver International Airport
6. NUMBER OF LICENCES GRANTED	80 CUPPS workstation licences
7. DESIGNATED EQUIPMENT	To be provided by the Licensee
8. LICENCE FEE	As per the Agreement

EXHIBIT D

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201525863 – Common Use System Equipment (CUSE) Maintenance Agreement

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands) $100, $500, $100

1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.

2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	$1,000
General Aggregate Limit:	$2,000
Products-Completed Operations Aggregate Limit:	$2,000
Personal & Advertising Injury:	$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. If liquor is to be sold or distributed, then Liquor Liability, ($1,000,000 per claim and $1,000,000 policy aggregate limit) with the City as an additional insured is required.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit $1,000

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a $9 million Umbrella Limit is required.

Technology Errors & Omissions

Minimum Limits of Liability (In Thousands)

Per Occurrence	$1,000
Aggregate	$1,000

The policy must provide the following:

1. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
2. Liability arising from the 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.
3. Policies written on a claims made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under the Contract is completed.
4. Coverage for advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.