

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting on behalf of its Department of Aviation (the “**City**”), and **ZAYO GROUP, LLC**, a limited liability company organized under the laws of Delaware and authorized to do business in the State of Colorado (the “**Contractor**”), individually a “**Party**” and jointly “the **Parties**.”

RECITALS

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

WHEREAS, DEN desires to purchase hardware, software, software upgrades, support maintenance and related equipment for a Unified Communications Platform (“**UCP**”), and will require professional services for the same, and such other work as may be requested by DEN; and

WHEREAS, the Contractor is qualified and ready, willing and able to provide the requested hardware, software and professional services to the City, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1 LINE OF AUTHORITY / COORDINATION AND LIAISON

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

2 DEFINITIONS

- 2.1** “**City Data**” means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City’s use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement.
- 2.2** “**Data**” or “**data**” means information, regardless of form, that can be read, transmitted, or processed.

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

3 **SCOPE OF WORK**

- 3.1** The Contractor, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Contractor shall provide the goods and services provided in the attached ***Exhibit A, Scope of Work***.
- 3.2** Additional Services: The Contractor may also perform services, hereinafter referred to as “Additional Services,” which relate to the subject matter of this Agreement, but which the SVP 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 (“**SOW**”) will be provided as needed to document work beyond that identified in ***Exhibit A***. The contractor 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. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Agreement Liability set forth herein, and in no event shall the approval Additional Services and the cost of

performing them to be deemed to constitute an agreement by the City to an increase in the Maximum Agreement Liability.

- 3.3** The Contractor 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.

4 TERM

This Agreement will commence on the Effective Date, and will expire THREE (3) YEARS thereafter, unless sooner terminated (the “**Term**”). The Term of this Agreement may be extended for TWO (2) years, on the same terms and conditions, by written notice from the CEO to Contractor. Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City. However, no extension of the Term shall increase the Maximum Agreement Amount stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

5 COMPENSATION AND PAYMENT

- 5.1 Budget.** The City shall pay, and the Contractor shall accept as the sole compensation for Work provided, and costs incurred and paid, under this Agreement payment not to exceed the line budget amounts set forth in ***Exhibit A***. Payment shall be made in accordance with any agreed upon payment milestone set forth herein.
- 5.2 Reimbursement Expenses.** There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in ***Exhibit A***. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
- 5.3 Invoicing.** The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.
- 5.4 Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

5.5 Maximum Agreement Liability.

5.5.1 Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Five Million Nine Hundred Seven Thousand Two Hundred Thirty-One Dollars and Fifty-Five Cents **(\$5,907,231.55)** (the "**Maximum Agreement Amount**"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

5.5.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6 TAXES AND COSTS

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

6.2 The City shall provide to Contractor, 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 Contractor, the City shall reimburse Contractor the actual cost of such items.

6.3 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. Taking into account the City's status, Contractor confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Contractor is responsible for payment of such Taxes to the appropriate governmental authority.

7 STATUS OF CONTRACTOR

The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code (“**D.R.M.C.**”), or for any purpose whatsoever.

8 PERSONNEL ASSIGNMENTS

- 8.1** The Contractor 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 Contractor’s organization. Contractor’s designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Contractor, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Contractor’s Project Manager.
- 8.2** The Contractor may submit and the City will consider a request for reassignment of a Project Manager, should the Contractor deem it to be in the best interest of the City, the best interest of the Contractor’s organization or in the best interest of the Contractor’s Project Manager.
- 8.3** 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.
- 8.4** All key professional personnel identified by the Contractor will be assigned by the Contractor or subcontractors to perform work under the Work. The SVP 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 Contractor's and the sub-Contractor’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.
- 8.5** If the Contractor decides to replace any of its key professional personnel, it shall notify the SVP 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, which approval shall not be unreasonably withheld. The SVP shall respond to the Contractor's written notice regarding replacement of key professional personnel within fifteen days after the SVP receives the list of key professional personnel, which the Contractor desires to replace. If the SVP or his designated representative

does not respond within that time, the listed personnel shall be deemed to be approved.

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

9 SUBCONTRACTORS

- 9.1** Although the Contractor 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 or his authorized representative. 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. 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.
- 9.2** Because the Contractor's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVP 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 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.
- 9.3** The Contractor shall not retain any subcontractor to perform work under this Agreement if the Contractor 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.

10 TERMINATION

- 10.1** The City has the right to terminate this Agreement or a product under this Agreement with cause upon written notice effective immediately and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.
- 10.2** Notwithstanding the preceding Section, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this Section is effective upon receipt of notice.
- 10.3** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
- 10.4** Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement and shall refund to the City any prepaid cost or expenses.
- 10.5** If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

11 EXAMINATION OF RECORDS AND AUDITS

- 11.1** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City

representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

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

12 WHEN RIGHTS AND REMEDIES NOT WAIVED

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

13 INSURANCE

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

commences. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

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

14 DEFENSE AND INDEMNIFICATION

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

active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

15 COLORADO GOVERNMENTAL IMMUNITY ACT

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

16 INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY

Contractor shall (i) defend City against any third party claim that the Work, or materials provided by Contractor to City infringe a patent, copyright or other intellectual property right, and 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 Contractor. The foregoing obligations are subject to the following: the City (a) notifies the Contractor promptly in writing of such claim, (b) grants the Contractor 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 Contractor's opinion be likely to be made, the Contractor 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 Contractor shall refund the portion of any fee for the affected Work. The Contractor 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 Contractor's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Contractor 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 Contractor 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.

17 INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE

17.1 Ownership: The City and Contractor 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 Contractor 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 Contractor 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 Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City’s written concurrence that the hardware and software are satisfactorily installed and payment to the Contractor by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

17.2 License Grant: Subject to the terms and conditions of this Agreement, Contractor grants the licenses set forth in exhibits hereto.

17.3 Reservation of Rights: Contractor 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 Contractor has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

18 OWNERSHIP OF WORK PRODUCT

Except as otherwise set forth in Section 2.8, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Contractor 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 Contractor 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.

19 COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS

19.1 The Contractor 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 Contractor 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 Contractor prepares any design documents which specify any material, equipment,

process or procedure which is protected, the Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

- 19.2** The Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Section 14, "Defense and Indemnification," and Section 16, "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 which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Contractor'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.

20 SOFTWARE SOURCE CODE ESCROW

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

21 DAMAGES LIMITATIONS

- 21.1** For any claims which arise from or relate to Implementation, Managed Services, or Additional Services as described at Section 3.2, above, for which the Maximum Agreement Liability has been allocated as set forth in 5.6.1, above, Contractor's liability will not exceed damages up to three times (3x) the Maximum Agreement Liability, as defined in section 5.6.1 above.
- 21.2** Any damages arising from the following are not subject to a cap on the amount of damages:
- 21.2.1** Contractor's indemnification obligations set forth in Section 14, "Defense and Indemnification".
 - 21.2.2** Payments referred to in section 20. "Intellectual Property Indemnification and Limitation of Liability".
 - 21.2.3** Damages for bodily injury (including death) and damage to real property and tangible personal property for which Contractor is legally liable.

22 COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES

The Contractor shall comply with all applicable existing and future laws and DEN Rules and Regulations and policies in performing the Services under this Agreement. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

23 SERVICE LEVEL AGREEMENTS; FUNCTIONALITY MATRIX

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

24 TECHNOLOGY SPECIFICATIONS

- 24.1 Vendor Supported Releases.** The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (by way of example, but not limitation: Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.
- 24.2 Additional Products or Services.** The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the SVP, or other designated DEN personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.
- 24.3 Reoccurring Security Audits.** Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably

suspected Security Breach: (i) a SSAE 16/SOC 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. The Contractor will provide the City the results of the above audits. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits

24.4 Transition of Services. Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties under this Agreement. The Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All Services related to such transition shall be performed at no additional to the City. The Contractor shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

24.5 Disaster Recovery and Continuity.

24.5.1 The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the

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

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

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

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

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

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

25 DELIVERY AND ACCEPTANCE

25.1 Acceptance & Rejection. Software, technology services, or other deliverables created and/or delivered pursuant to this Agreement (collectively, "**Deliverables**") will be considered accepted ("**Acceptance**") only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable

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

- 25.2 Quality Assurance.** The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor's delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.
- 25.3 License to Deliverables.** Effective upon Acceptance of each Deliverable, the Contractor grants the City a nonexclusive, royalty-free license to reproduce, modify, display, and use such Deliverable, and all intellectual property rights necessary to use the Deliverable as authorized, as necessary for the City's internal business purposes, provided the City complies with any license restrictions set forth in this Agreement and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Deliverable unless agreed by the Parties in writing.
- 25.4 Incorporation of Deliverables.** Upon Acceptance, each Deliverable will thereafter be subject to this Agreement's terms, including without limitation license, warranty, and indemnity terms.

26 **WARRANTIES AND REPRESENTATIONS**

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

- 26.5 Third-Party Warranties and Indemnities.** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.
- 26.6 Intellectual Property Rights in the Software.** The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.
- 26.7 Disabling Code.** The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "**Disabling Code**"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

27 ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

- 27.1 Compliance.** The Contractor shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the “**Guidelines**”). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 27.2 Testing.** The City may require the Contractor’s compliance to be determined by a third party selected by the City to attest that the Contractor’s has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established pursuant to Section § 24-85-103 (2.5), C.R.S.
- 27.3 Validation and Remediation.** The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a “roadmap” for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

28 CONFIDENTIAL INFORMATION

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

of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

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

29 **SENSITIVE SECURITY INFORMATION**

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

30 **DATA MANAGEMENT, SECURITY, AND PROTECTION**

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

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

under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

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

30.4 Response to Legal Orders for City Data. If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly

provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

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

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

security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat.

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

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

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

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

30.10 Unauthorized Data Disclosure.

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

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

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

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

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

30.11 Request for Additional Protections and Survival. In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to

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

31 DEN SECURITY

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

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

32 FEDERAL RIGHTS

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

33 ASSIGNMENT; SUBCONTRACTING

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

34 NO THIRD-PARTY BENEFICIARY

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

35 NO AUTHORITY TO BIND CITY TO CONTRACTS

The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

36 AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS

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

37 COMPLIANCE WITH DENVER WAGE LAWS

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor

expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

38 PAYMENT OF PREVAILING WAGE

To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

- 38.1.1** Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- 38.1.2** Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- 38.1.3** Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- 38.1.4** Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
- 38.1.5** If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

39 SEVERABILITY

Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

40 CONFLICT OF INTEREST

No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

41 NOTICES

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

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

With a copy to:

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

And by City to:

Zayo Group, LLC
Jason Taylor
1401 Wynkoop St. #500
Denver, CO 80202

Notices hand delivered, sent by overnight courier, or electronic mail are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate electronic and substitute

addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

42 DISPUTES

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

43 GOVERNING LAW; VENUE

This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

44 BOND ORDINANCES

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

45 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

46 LEGAL AUTHORITY

The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

47 LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

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

48 NO CONSTRUCTION AGAINST DRAFTING PARTY

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

49 ORDER OF PRECEDENCE

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

- Appendix: Standard Federal Assurances
- This Agreement
- Exhibit A Scope of Work/Pricing
- Exhibit B Insurance

50 SURVIVAL OF CERTAIN PROVISIONS

The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

51 ATTACHED EXHIBITS INCORPORATED

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

Appendix: Standard Federal Assurances
This Agreement
Exhibit A Scope of Work/Pricing
Exhibit B Insurance

51.2 In the event of an irreconcilable conflict between a provision of Section 1 through 61 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix: Standard Federal Assurances
This Agreement
Exhibit A Scope of Work/Pricing
Exhibit B Insurance Requirements

52 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.

53 TIME IS OF THE ESSENCE

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

54 FORCE MAJEURE

Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("**Excusable Delay**"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

55 **SECTION HEADINGS**

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

56 **CITY EXECUTION OF AGREEMENT**

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

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

57 **ADVERTISING AND PUBLIC DISCLOSURE**

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

58 **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**

Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

59 **PROHIBITED TERMS**

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

60 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

61 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202578791-00
Contractor Name: ZAYO GROUP LLC

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

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

By: _____

Contract Control Number:
Contractor Name:

PLANE-202578791-00
ZAYO GROUP LLC

By:

DocuSigned by:

Jason Taylor

TC76C2E7FFE14E5...

Name: Jason Taylor
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

Certain laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on May 24, 2023

GENERAL CIVIL RIGHTS PROVISIONS

Clause that is used for Contracts:

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

This above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3., Issued on May 24, 2023

Clause that is used for Lease Agreements or Transfer Agreements:

The Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.3, Issued on May 24, 2023

CIVIL RIGHTS – TITLE VI ASSURANCE

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.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.1, Issued on May 24, 2023

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and

the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.3, Issued on May 24, 2023

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.4, Issued on May 24, 2023

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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.2, Issued on May 24, 2023

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A17.3, May 24, 2023

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A20.3, Issued on May 24, 2023

For additional information, please refer to:

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/



Managed Services Scope of Work

Services – Managed UC Overview

Zayo Company provides Managed Unified Communications (“Managed UC”) consisting of 24x7x365 remote proactive monitoring and notification on availability, health and performance data between DEN premises and datacenter-located UC network components, including voice gateways, application servers, and IP phone sets, on an end-to-end, call-by-call basis.

Managed UC includes framework-based Incident Management, Change Management, and Performance Management processes (all as described in the table below). 24x7x365 support is provided to remediate mission-critical incidents. Zayo will provide on-site response to the main location of Denver International Airport at 8500 Pena Blvd, Denver, CO 80249 in addition to Zayo cloud datacenter locations.

DEN must keep all annual maintenance and software assurance agreements current and in good standing as a condition of Company’s performance under this Exhibit.

Total MRC:	
Product / Services	Monthly Recurring Charge
Denver City License Fee	\$ 4.48
Managed Service Fee (UC Cloud/DTOS)	\$ 61,405.00
LD Value Plan/TFN	\$ 520.90
Access/SIP Services	\$ 17,312.05
Total MRC:	\$ 79,242.43

MRR Product Set - 36 month term - Starting 1/20/2026 - Expiring 1/19/2029				
12 Month Discount (by year)	Discount %	MRR Discount	Total discount	New MRR
2026	5.00%	(\$3,962.15)	(\$47,545.80)	\$ 75,280.28
2027	3.00%	(\$2,377.29)	(\$28,527.48)	\$ 76,865.14
2028	2.00%	(\$1,584.86)	(\$19,018.32)	\$ 77,657.57
Exp 2029	0%	\$0.00	\$ -	\$ 79,242.43
Total Savings			(\$95,091.60)	

Mitel Maintenance Fee Schedule					
Mitel Maintenance - Annual		May to April 2026/2027	May to April 2027/2028	May to Jan 20th 2028/2029	
May to April	2025/2026	SWA	\$152,334.96	\$152,334.96	\$112,728.22
SWA	\$152,334.96	Mutare - VM Text	\$28,350.00	\$28,350.00	\$28,350.00
Mutare - VM Text	\$27,000.00	Hardware	\$96,098.80	\$96,098.80	\$74,476.57
Hardware	\$96,098.80	Annual Total	\$276,783.76	\$276,783.76	\$215,554.76



Scope of the Service

If an activity or deliverable is not listed as in scope, it should be considered out of scope for the Service (as defined below). Company will provide the following services ("Service(s)"):

Activities & Deliverables	Managed UC
Availability, Health and Performance Monitoring <ul style="list-style-type: none"> 24x7x365 proactive availability, health, and performance monitoring of <ul style="list-style-type: none"> Mitel Call Control Mitel Application Servers, as detailed in the Solution Diagram 	Included
Self-Serve Reporting <ul style="list-style-type: none"> 24x7x365 self-serve reporting on managed UC equipment and application availability, health, and performance via Mitel Performance Analytics 	Included
Tier 1 Support <ul style="list-style-type: none"> Available M-F 8 AM – 5 PM MT accessed via any of the following: <ul style="list-style-type: none"> On site Zayo Technician Off Site Zayo Service Lead, Technician By calling the dedicated Zayo Customer Success Manager Taking support calls from the DEN's in-house helpdesk staff Performing preliminary remote triage 24x7x365 support to remediate mission-critical incidents 	Included
Tier 2 Support <ul style="list-style-type: none"> Troubleshooting/diagnosing and resolving detected and reported incidents Escalating Service issues via defined escalation process (where applicable) 24x7x365 support provided to remediate mission-critical incidents as defined in Priority definitions section. 	Included
Tier 3 Support <ul style="list-style-type: none"> Taking escalations from Tier 2 Support Escalating Service issues via defined escalation process (where applicable) 24x7x365 support provided to remediate mission-critical incidents as defined in Priority Definitions Section. 	Included
Non-Mitel Assistance <ul style="list-style-type: none"> Updating the built-in phonebook of users, extensions and "skills" associated with the ACD (Technician will be trained and/or shadow current DEN staff that does this today) Assist with "one button" emergency phones and the E1600 polling application which polls them nightly for operational status (Technician will be trained and/or shadow current DEN staff that does this today) Assist with installing analog phones under the direction of the DEN's elevator and/or vendor contractor. Assist with POTS services serving multiple purposes 	As time allows & items are not the responsibility of the Company
Managed Services - Adds, Moves and Changes ("MAC") <i>See timeframes in Table 2.0</i> – "Managed Services Delivery Time Frames Defined by Activity Type" 1) MAC will fall into the following 3 Categories: <ol style="list-style-type: none"> White - Routine frequent MAC will be provided by DEN staff. Examples: name changes, 911 updates, extension adds Grey - Routine but more complex, MAC these will be provided by Company, but at DEN discretion, Company will train DEN to make these changes and DEN can perform MAC, at their discretion, to improve efficiencies. Examples: Simple IVR call routing. 	Included
PAGE 2 OF 11	



Activities & Deliverables	Managed UC
<p>c. Black - Complex MAC, these MAC will always be performed by Company. Examples: Trunk groups, Call Routing.</p> <p>2) Programing request will fall into 3 categories:</p> <ul style="list-style-type: none"> a. Regular programming/configuration – this is for normal changes in business needs that require a technician level reprogramming. This also covers Company providing assistance to DEN employees that are learning the administrator level functionalities of the Mitel solution. b. Project programming/configuration - defined as needing more than 2 hours of programming time for a request, or group of related requests will be considered an 'sin-scope project'. The reprogramming will be for licenses and capabilities that are included in the BoM and this SOW. . New Special Project programming/configuration – defined as programming relating to new licenses and/or capabilities. This is outside the scope of this support and will be quoted separately as one-off professional services <p>3) Hours of Support – Company will have on-premise technical resource and an off-premise Service Lead and Technical resource on staff 8 hours a day, 5 week days, except holidays performing MAC work and routine maintenance of the system. Company also provides off premise support 8AM to 8PM week days, except holidays to perform all staging of MAC work that can be done remotely. All remote staging will be completed within 48 hours of the request, timeline for completion of MAC work will be determined by the availability of the DEN and Company technical staff on premise.</p> <p>4) Change Management</p> <ul style="list-style-type: none"> a. Routine MAC, system enhancement, etc. that are not service affecting can be performed at any time. b. Non critical Service Impacting MAC will be communicated to DEN to incorporate DEN Change Management Process and will be performed at a mutually agreed time slot. c. Critical Service Impacting MAC – in the case of an outage or potential outage Company will inform DEN and perform MAC immediately. <p>5) Break fix – A repair ticket will be placed for incidents and assigned a priority.</p> <ul style="list-style-type: none"> a. Critical - System wide or partial system failure. These will be remedied ASAP 24x7x365 adhering to change management rules above. See outage matrix below. b. High – Hard down for a single or group of users. Repair will be performed in less than 2 hours 24x7x365 adhering to change management rules above. c. Medium – non service affecting impacting more than 10 users. Repair will be performed in less than 2 business hours adhering to change management rules above. d. Low – non service affecting. Repair will be performed in less than 4 business hours adhering to change management rules above. 	
<p style="text-align: center;">PAGE 3 OF 11</p>	



Activities & Deliverables	Managed UC
<p>Software Updates</p> <p>Varying by application, Mitel releases major software revisions regularly, on average between 6 and 12 months. Along with each major release comes a series of maintenance releases over the following 3 to 6 months. All releases are posted on Mitel's partner website along with release notes that include version history, specific bug fixes, feature releases / enhancements and upgrade best practices. The following is a set of guidelines to be followed in maintaining the latest software on all DEN Mitel applications -</p> <ul style="list-style-type: none"> • Company will be responsible for the tracking of software releases. • Company and DEN will consult specifically on all upgrade plans and follow DEN change management process. • As a best practice, upgrades will follow maintenance releases as opposed to risking first version release challenges. This will result in an average lag of 6 months from when Mitel first releases new software. • Company and DEN may mutually agree to accelerate an upgrade to deploy a new feature or fix a bug. • Upgrades are included in payments for Mitel SWAS. 	Included
<p>Configuration Backup & Archival</p> <ul style="list-style-type: none"> • Backups of the Virtual Machines ("VM") data stores will be completed nightly and stored for as long as is necessary and practical, to be mutually agreed upon in the project plan to be developed. Back up of VM data stores means that the entire system, configurations, voicemail, complete applications, data, etc., will be stored allowing any and all to be easily available if any piece of the system needs to be restored and/or recovered. The specifics will be mutually agreed upon by Company and DEN teams upon implementation. These backups will be stored on separate physical media within the SAN infrastructure and replicated between data centers. Backup of the data stores, as opposed to individual applications or VM's, will allow for the quickest recover of all or individual VM's should the need arise. • All Gateways located on the DEN campus will be backed up, via FTP, following the same schedule to be defined for the virtual infrastructure. These backups will be pushed to and stored with the VM data store backups and replicated. <p>Where applicable, each application's backup feature can also be leveraged to FTP a copy of that systems configuration / database to an independent FTP store.</p>	Included
<p>Voice Backup</p> <ul style="list-style-type: none"> • Company agrees to retain voicemail from Mitel voice recordings a period of three hundred sixty-five (365) days (or other agreed upon period) on a rolling three hundred sixty-five (365) day override basis. Should DEN wish to retain a specific voice recording file or files for a period longer than three hundred sixty-five (365) days, DEN is required to download those files to a local storage medium via the recommended procedures as defined in the Mitel product user guides. 	Included
<p>Proactive Incident Management Company will monitor all system alarms and notifications 24x7x365. 3 types:</p> <ul style="list-style-type: none"> • Informational – Company will clear, act accordingly, and will pass along any pertinent information to DEN and the Company managed service team. • Minor – non system affecting, Company will clear, open trouble ticket if appropriate, act accordingly and will pass along any pertinent information to DEN and Company team. • Major – critical system outage or partial outage, will open trouble ticket and pull in all resources to cure incident. 	Included
<p>Local Professional Services</p> <ul style="list-style-type: none"> • The deployment scope of work calls for a full time Customer Service Advocate (CSA) on site at the Denver Airport. The CSA will be on site for 12 months, approximately 4 months before implementation and 8 months after Final Acceptance (as defined in Exhibit A). In addition to the CSA, Company shall provide the following: <ul style="list-style-type: none"> ◦ M-F 8 AM – 5 PM On Site Technical resource; a dedicated Mitel certified technical resource with extensive infrastructure expertise. 	Included



Activities & Deliverables	Managed UC
<ul style="list-style-type: none"> ○ M-F 8 AM – 5 PM Off Site Service Lead and technical resource; a dedicated Mitel certified technical resource with extensive system knowledge. ○ Off Site account manager who is the DEN customer service advocate. Everything from billing concerns to escalating any issues with Company performance. Off Site account manager will visit on site as needed. ○ After hours escalation information for Company. ○ Company will be responsible for the performance of the Company technicians dedicated to DEN, and will be directly managed by the Company's UC Operations Manager, Victor Whitaker, or his successor, who is a direct report to UC Director Joe Totino. 	
<p>Reports and/or Service Review meetings Victor Whitaker will work directly with DEN to provide a weekly evaluation of the performance of the above technical resources (listed in "Local Professional Services"). The Parties may agree to reduce the frequency of the evaluations upon Company request.</p>	Included

Additional Service Clarifications
<p>Direct end user support or training</p> <ul style="list-style-type: none"> • On site and Off Site technical resource will continually provide training of routine MAC work to the DEN technical staff as normal course of business. • Specialized training after implementation phase could be subject to charge. Example: Training Call Center Manager how to build reports.
<p>User Workstation Support for DEN is not in scope</p> <ul style="list-style-type: none"> • Desktop/Laptop PC Support for applications • Headsets • Batteries
<p>Management and Monitoring of LAN for DEN are not in scope.</p> <ul style="list-style-type: none"> • Company will engage and defer to DEN for all issues related to LAN
<p>Not in scope are Computers, tablet and cell phones. Company will ensure that the following applications are correct version, license are up to date and made available to license user for use but Company will not support the actual devices.</p> <ul style="list-style-type: none"> • 5550 IP Console • MiContact Center Client • Micollab Client
<p>Additional Items not in scope are:</p> <ul style="list-style-type: none"> • DEN premises UPS • DEN premises Cabling • DEN premises Termination • DEN premises Power • Telecommunication Service provided by another carrier. Toll-Free numbers, Telephone numbers, etc.
<p>Updates to 911 records are not in scope.</p> <ul style="list-style-type: none"> • Regardless of who moves an IP phone, Company will not update the E911 location; that must be done by DEN.


System Maintenance

- DEN must purchase vendor maintenance contract and SWAS for all managed components, as detailed in the BOM.

DEN System Modifications

- DEN has equipment and systems (such as the LAN) that DEN manages and that the equipment and systems covered by this Manager Services SOW are dependent on or work in conjunction with. Company will not provide any support for any DEN managed systems. DEN will inform Company of any modifications of this DEN managed equipment and systems that could impact the performance of the equipment and systems covered by this Exhibit B. Company will not be responsible for modifications that impact Company's ability to provide the Services in this Exhibit B.

Monitoring system

- DEN must provide space and power consistent with Company's technical recommendations (based upon network topology) to install the monitoring hardware agent at each site required to provide the Service.

Internet Connectivity

- DEN must provide Internet access at each site (excluding Company's Datacenters) for all monitoring agents. Company monitoring agent must have access to the other managed components in the Customer's UC environment, consistent with Company's technical recommendations.

Protocols & Ports

- DEN must provide Company with SNMP access and enable ICMP traffic in the Customer's UC environment.
- DEN must provide administrative access to the managed / monitored UC components.

Facilities & Cabling

- DEN must provide power (UPS recommended) and space for equipment belonging to Company (e.g., proxy servers, routers, etc.) required to provide the Service must be provided and subscribe to temperature/heat alarm (recommended). Alarms will not be monitored by Company; DEN will monitor all alarms.

Equipment Belonging to Company

- DEN is responsible for all loss, damage or destruction of any equipment belonging to Company (e.g., monitoring devices) from the date of its delivery to Customer's premises until the date the equipment is removed from the Customer's premises.

General DEN Responsibilities

- Provide security clearance and 24x7x365 access to facilities for Company and authorized personnel, as required. This includes general access, badges, passwords, access cards, and parking privileges per airport security policies.
- Provides dial plans, configurations, and business-oriented scripting prior to the commencement of the Service
- Ensure accuracy of data/information supplied to Company
- Agrees that Company relies on immediate clarification and resolution regarding the integrity of data/information supplied.
- Provide a list of key resources at DEN to Company Project Manager prior to the Service delivery, including: Name, Title, and Responsibility, Phone & E-mail wherever possible.

Company Personnel

- Company Project Team engaged in providing the Service will be well qualified and adequately trained in accordance with industry standards for the work performed.

Accuracy of Company Information

- Company will provide accurate and up-to-date records of information pertinent to the delivery of the Service for the managed components of the Customer UC environment (e.g., inventory, configuration information, including software release level, MACDs, performance, etc.). This information will be available to the Customer upon request.



Tracking Performance

DEN and Company will develop tracking tool that will create a record/ticket for each of the activities listed in the above managed services, Table 1. DEN may require Company managed service resources to participate in and use the DEN Informational Technologies Information Library (or other comparable system) based ticketing system used internally by the Business Technologies division for incident, service request, problem, and change management. The tracking/ticketing system will provide at minimum:

- Description
- Start time
- Acknowledgment
- Completion time
- Notes as applicable

Managed Services Fees

Fees associated with the Managed Services outlined in this Managed Services Scope of Work for the term of the Agreement are agreed to as follows:

Monthly Fee for Managed Services	\$61,000.00
Routine MAC – no charge for routine MAC.	Included
Large Projects – no charge for large projects involving routine MAC unless DEN specifically requests for additional resources for an accelerated install timeframe. Any fees for these requests will be negotiated and agreed upon in advance.	Included
System enhancements – no charge for system enhancements DEN purchased but is not currently utilizing. These requests will be put at a lower priority than normal MAC activity unless negotiated otherwise; the Service Lead will provide time-line	Included
System or Equipment Adds. The Customer Success Manager will provide a quote for any adds to the DEN system, the quote will include time-line, price of the add and the increase in the monthly Managed Services fee if applicable.	Extra fee, as agreed between the Parties
Additional On-site Technician is available with prior arrangements.	Billed at \$99 per hour.

Responsibility Matrix

The following responsibility matrix will be mutually agreed by DEN and Company and reviewed as needed to ensure they are accurate and effective. The review period will be conducted annually as part the annual Managed Service performance review and/or in the event of significant modifications to the Managed Service or Platform.

**Table 1.0 - High Level Managed Services Responsibilities Matrix –**

Tasks	Company		
Portland & Salt Lake City Datacenters			
Hardware	X		
Software - OS	X		
Software - Application	X		
Software - Database	X		
Power	X		
Virtual Environment	X		
Backups	X		
Performance / Health Monitoring	X		
Network Connectivity			
Inter COLO Network Connectivity	X		
COLO to COLO Network Connectivity	X		
COLO to DEN Network Connectivity	X	X	
DEN Local Area Network		X	
Security Configurations – Firewalls / Network	X	X	
Security Configurations – Remote Access	X	X	
DEN Campus Compute			
Rack space, power, UPS		X	
Circuit design - Cable, IP, VLAN		X	
LAN Health		X	
DNS		X	
Active Directory		X	
Performance / Health Monitoring		X	
Telephony Trunks			
PRI	X	X	
SIP	X		
E911		X	
Mitel Application Suite			
<i>Mitel Suite Administration & Initial Configuration</i>	X		
End User MACD		X	
<i>Mitel Voice for Business</i>	X		
End User MACD		X	
<i>Mitel Mass Notification Configuration</i>	X		
End User/Group MACD		X	



Tasks	Company		
<i>Mitel Contact Center & IVR Configuration</i>	X		
End User/Group MACD		X	
<i>Mitel Call Recording Administration & Configuration</i>	X		
End User/Group MACD		X	
<i>Mutare Voice to Text Configuration</i>	X		
End User MACD		X	
Mitel Gateways			
IP Gateways Administration & Configuration	X		
MBG Administration & Configuration	X		
Gateway connectivity		X	
MACD		X	
Peripherals			
Handsets		X	
Soft Clients		X	

Moves Adds Changes Disconnects (MACDs)

DEN responsibilities

DEN is providing the end user interaction/experience and performing simple administrative changes, DEN will perform the following tasks with occasional assistance from Company in a training capacity if needed. Other more complex tasks can be performed by either DEN or Company at DEN's preference. This is intended to allow DEN to further enhance end-user experience as DEN's technicians gain comfort and familiarity with this solution:

Mitel Service	
MiVoice Business (+ Mutare)	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service • Desk) Voice and Messaging Services <ul style="list-style-type: none"> ◦ User Administration <ul style="list-style-type: none"> <input type="checkbox"/> Add, changes, and deletions ◦ Line Provisioning – VoIP & Analog ◦ Voice Mail Provisioning ◦ Conferencing Phone Provisioning – Audio & Video ◦ Password administration ◦ Handheld Administration and deployment • Call Routing / Call Flow • Call Recording Mutare <ul style="list-style-type: none"> ◦ User Administration and Configuration



MiContact Center	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • Automatic Call Distribution (ACD) <ul style="list-style-type: none"> ◦ Add, changes, and deletions • Call Routing/Call Flow <ul style="list-style-type: none"> ◦ Add, changes, and deletions • Integrated Voice Response (IVR) <ul style="list-style-type: none"> ◦ Add, changes, and deletions ◦ Announcements • Contact Center <ul style="list-style-type: none"> ◦ Group / Client Administration <input type="checkbox"/> User add, changes, and deletions <ul style="list-style-type: none"> ◦ Password administration ◦ Group configurations
MiCollab	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • User Administration <ul style="list-style-type: none"> ◦ Add, changes, and deletions ◦ Training • Conference Device / Software Client Administration
Mitel Mass Notification	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • Group Administration / Configuration
Mitel Gateway	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • Administration <ul style="list-style-type: none"> ◦ Add, changes, and deletions • Automatic Call Distribution (ACD) <ul style="list-style-type: none"> ◦ Add, changes, and deletions • Call Routing/Call Flow <ul style="list-style-type: none"> ◦ Add, changes, and deletions
Reporting and Analytics	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • User administration • Reports / Analysis
DEN LAN	<ul style="list-style-type: none"> • Tier 1 - 3 point of escalation (Coordinated with the DEN Service Desk and Company Service Desk) • Logical and Physical layer administration
Trunks / Dedicated Links DEN <-> COLO	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk and Company Service Desk) • Onsite "eyes/ears/feet" for Company Managed Services Support staff



Incident Priority Matrix

Priority Code	Definition	Response Timeframes	Resolution Timeframes
Priority 1 (Critical & High)	Wide scale business outage or significant impact to business. For example: MMN, Call Recording, network or infrastructure systems are down. The impact affects whole business units (DEN Operations / Communications Center/ Emergency Operations Center) or the entire Airport or 1 or more regions of the Airport.	<p>Response: Acknowledgement of and ownership transfer to assigned resolver group. Assignment to an individual within Resolver Team/Group. This definition applies to all priorities.</p> <p>Response requires a live hand- off to Support Personnel during normal hours, or the On-Call Support Personnel after-hours.</p> <p>Acknowledgement immediate via ticketing system! Updates every 15 minutes.</p>	<p>Resolution: Action taken to repair the root cause of an incident or problem, or to implement a workaround.</p> <p>Resolution or (fix or workaround) required 0-2 hours of incident being detected.</p> <p>NOTE: This time frame does not change during or after hours</p>
Priority 2 (Medium)	An issue that does not have significant current business impact. For example; software installation or long-term request resolution that may require assistance from outside of the Service Desk or DEN organization. The impact is to an individual or small group but does not prevent the completion of a critical business function.	<p>Response requires a positive contact of Support Personnel during normal hours, or the On- Call Support Personnel after- hours.</p> <p>Acknowledgement immediate via ticketing system ! Update upon resolution.</p>	<p>Resolution or (fix or workaround) required 0-2 business hours of incident being detected.</p> <p>NOTE: This time frame does not change during or after hours.</p>
Priority 3 (Low)	Issue requiring no further action beyond monitoring for follow-up. Example may be intermittent slowdowns in IT systems and diagnostics need to be performed.	Acknowledgement immediate via ticketing system ! Update upon resolution.	Resolution or (fix or workaround) required 0-4 business hours of incident being detected.
Priority 4 (Project / Initiative)	Issue requires planning, development, engineering, construction or other outside support to complete and items that can be classified as a "Project."	Acknowledgement immediate via ticketing system ! Update upon resolution!completion.	Planning and timeframe will be agreed between DEN and Company. Project will be incorporated into DEN change management process as needed.



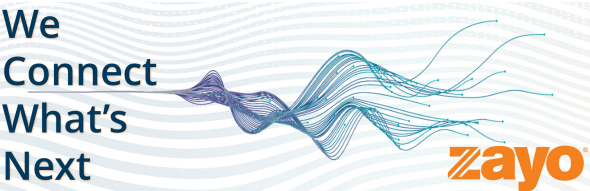
Customer Order

Prepared Date: 2/28/2025
Good for 30 Days from prepared date.

Customer Name: DENVER INTERNATIONAL AIRPORT

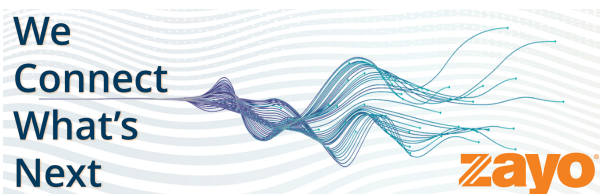
Customer Name DENVER INTERNATIONAL AIRPORT				
Street Address/Suite 8500 Pena Blvd STE 800				
City/State/Zip Denver, CO 80249				
New Product Description	QTY	Monthly Charge	Total Monthly Charges	Total Activation Charges
Initial Service Term - 36 months				
Total			\$ 0.00	\$ 0.00

Zayo Group, LLC
Contract No. 202578791-00



Renewal Product Description	First CN	Monthly Charge	Details		
Billing Services		\$ 507.02			
			Description	Qty	Unit Price
					Total Price
			ValuePlan 50000	1	\$ 499.95
			International LD	1	\$ 5.95
			Package Fee		\$ 5.95
			Denver City License Fee	1	\$ 1.12
					\$ 1.12
Toll Free Services	8002472336	\$ 5.00			
			Description	Qty	Unit Price
					Total Price
			Toll Free Service	1	\$ 5.00
					\$ 5.00
Toll Free Services	8004172988	\$ 5.00			
			Description	Qty	Unit Price
					Total Price
			Toll Free Service	1	\$ 5.00
					\$ 5.00
Toll Free Services	8442663336	\$ 5.00			
			Description	Qty	Unit Price
					Total Price
			Toll Free Service	1	\$ 5.00
					\$ 5.00
UC Cloud Voice Core PBX	951702	\$ 61,000.00			
			Description	Qty	Unit Price
					Total Price
			Managed Contract Services	1	\$ 57,889.30 ->\$ 61,000.00
					\$ 61,000.00
UC Cloud Voice Seats and Accessories	951703	\$ 405.00			
			Description	Qty	Unit Price
					Total Price
			UC Desktop Seat for MS Teams	100	\$ 4.05
					\$ 405.00
Renewal Total:					\$ 61,927.02
Renewal Change:					\$ 3,110.70
Net Difference:					\$ 3,110.70

Zayo Group, LLC
Contract No. 202578791-00

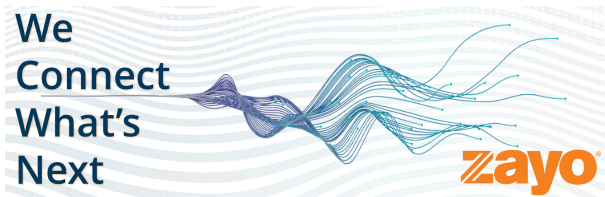


Customer Name Denver International Airport - SLC
Street Address/Suite 265 E 100 S
City/State/Zip Salt Lake City, UT 84111

New Product Description	QTY	Monthly Charge	Total Monthly Charges	Activation Charge	Total Activation Charges
Initial Service Term - 36 months					
Total			\$ 0.00		\$ 0.00

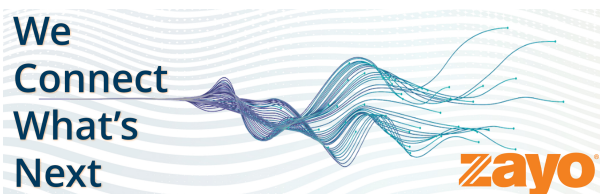
Renewal Product Description	First CN	Monthly Charge	Details			
Billing Services		\$ 1.12	Description	Qty	Unit Price	Total Price
			Denver City License Fee	1	\$ 1.12	\$ 1.12
Cloud Communications Hosting	951787	\$ 1,055.00	Description	Qty	Unit Price	Total Price
			Colocation Primary Power	1	\$ 420.00	\$ 420.00
			Colocation Redundant Power	1	\$ 210.00	\$ 210.00
			Colocation Space	1	\$ 400.00	\$ 400.00
			Colocation Cross Connect	1	\$ 25.00	\$ 25.00
			Colocation Space	1	\$ 0.00	\$ 0.00
EVC Internet	IAVLPD867136INTG	\$ 370.00	Description	Qty	Unit Price	Total Price
			IP Address Bundle of 16	1	\$ 14.95 ->\$ 20.00	\$ 20.00
			Dedicated Internet - 200 Mb	1	\$ 350.00	\$ 350.00

Zayo Group, LLC
Contract No. 202578791-00



SIP Solutions - SIP Trunking	ST516999	\$ 1,725.15	Description	Qty	Unit Price	Total Price
			Caller ID Name & Number	1	\$ 0.00	\$ 0.00
			Dynamic SIP Compression	1	\$ 0.00	\$ 0.00
			Business Continuity: Load Balancing	1	\$ 0.00	\$ 0.00
			Remote Location Service	1	\$ 0.00	\$ 0.00
			SIP Sessions	100	\$ 5.00 ->\$ 15.00	\$ 1,500.00
			SIP DID Block	1501	\$ 0.15	\$ 225.15
SIP Solutions - SIP Trunking Addl Treatment Group	ST517165	\$ 0.15	Description	Qty	Unit Price	Total Price
			SIP DID Block	1	\$ 0.15	\$ 0.15
			Additional Treatment	1	\$ 0.00	\$ 0.00
			++Caller ID Name and Number	1	\$ 0.00	\$ 0.00
zEoF Access	UAKFED867136INTG	\$ 495.00	Description	Qty	Unit Price	Total Price
			IP Access Bandwidth - 500 Mb	1	\$ 495.00	\$ 495.00
			Proactive Notification	1	\$ 0.00	\$ 0.00
EVC Voice	VOVLPD867137INTG	\$ 35.00	Description	Qty	Unit Price	Total Price
			Voice EVC	1	\$ 0.00	\$ 0.00
			Voice IAD/Router	1	\$ 35.00	\$ 35.00
EVC VPLS	VPVLMD866681INTG004	\$ 710.00	Description	Qty	Unit Price	Total Price
			VPLS Solutions - 500 Mb	1	\$ 710.00	\$ 710.00
			Proactive Notification	1	\$ 0.00	\$ 0.00
Renewal Total:						\$ 4,391.42
Renewal Change:						\$ 1,005.05
Net Difference:						\$ 1,005.05

Zayo Group, LLC
Contract No. 202578791-00

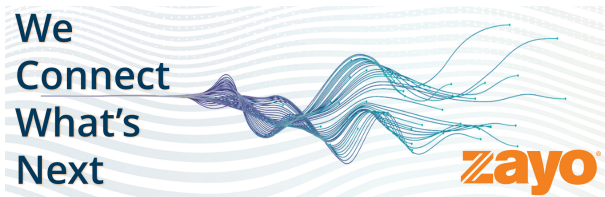


Customer Name Denver International Airport - Portland
Street Address/Suite 6058 NE 78TH CT
City/State/Zip Portland, OR 97218

New Product Description	QTY	Monthly Charge	Total Monthly Charges	Activation Charge	Total Activation Charges
Initial Service Term - 36 months					
Total			\$ 0.00		\$ 0.00

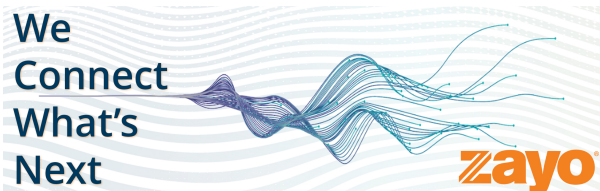
Renewal Product Description	First CN	Monthly Charge	Details			
Billing Services		\$ 1.12	Description	Qty	Unit Price	Total Price
			Denver City License Fee	1	\$ 1.12	\$ 1.12
Cloud Communications Hosting	951788	\$ 1,055.00	Description	Qty	Unit Price	Total Price
			Colocation Primary Power	1	\$ 420.00	\$ 420.00
			Colocation Redundant Power	1	\$ 210.00	\$ 210.00
			Colocation Space	1	\$ 400.00	\$ 400.00
			Colocation Cross Connect	1	\$ 25.00	\$ 25.00
			Colocation Space	1	\$ 0.00	\$ 0.00
EVC Internet	IAVLPD867134INTG	\$ 370.00	Description	Qty	Unit Price	Total Price
			IP Address Bundle of 16	1	\$ 14.95 ->\$ 20.00	\$ 20.00
			Dedicated Internet - 200 Mb	1	\$ 350.00	\$ 350.00

Zayo Group, LLC
Contract No. 202578791-00



SIP Solutions - SIP Trunking	ST517068	\$ 2,120.10				
			Description	Qty	Unit Price	Total Price
			Caller ID Name & Number	1	\$ 0.00	\$ 0.00
			Dynamic SIP Compression	1	\$ 0.00	\$ 0.00
			Business Continuity: Load Balancing	1	\$ 0.00	\$ 0.00
			SIP Sessions	100	\$ 5.00 ->\$ 15.00	\$ 1,500.00
			SIP DID Block	4137 -> 4134	\$ 0.15	\$ 620.10
SIP Solutions - SIP Trunking Addl Treatment Group	ST517152	\$ 3.15				
			Description	Qty	Unit Price	Total Price
			Caller ID Name & Number	1	\$ 3.00	\$ 3.00
			SIP DID Block	1	\$ 0.15	\$ 0.15
			Additional Treatment	1	\$ 0.00	\$ 0.00
zEoF Access	UAKFED867134INTG	\$ 525.00				
			Description	Qty	Unit Price	Total Price
			IP Access Bandwidth - 500 Mb	1	\$ 495.00	\$ 495.00
			Proactive Notification	1	\$ 0.00 ->\$ 30.00	\$ 30.00
EVC Voice	VOVLPD867135INTG	\$ 35.00				
			Description	Qty	Unit Price	Total Price
			Voice EVC	1	\$ 0.00	\$ 0.00
			Voice IAD/Router	1	\$ 35.00	\$ 35.00
EVC VPLS	VPVLMD866681INTG003	\$ 710.00				
			Description	Qty	Unit Price	Total Price
			VPLS Solutions - 500 Mb	1	\$ 710.00	\$ 710.00
Renewal Total:						\$ 4,819.37
Renewal Change:						\$ 1,034.60
Net Difference:						\$ 1,034.60

Zayo Group, LLC
Contract No. 202578791-00

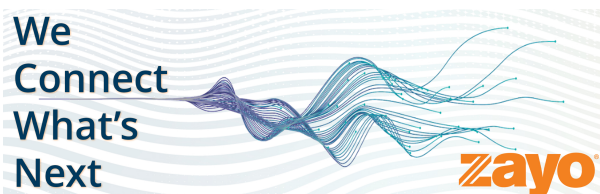


Customer Name Denver International Airport
Street Address/Suite 8500 Peña Blvd 800
City/State/Zip Denver, CO 80249

New Product Description	QTY	Monthly Charge	Total Monthly Charges	Activation Charge	Total Activation Charges
Initial Service Term - 36 months					
Total			\$ 0.00		\$ 0.00

Renewal Product Description	First CN	Monthly Charge	Details			
Billing Services		\$ 1.12	Description	Qty	Unit Price	Total Price
			Denver City License Fee	1	\$ 1.12	\$ 1.12
SD-Wireless Access	IMEI356316111059689	\$ 60.00	Description	Qty	Unit Price	Total Price
			Wireless Internet Access Backup	1	\$ 60.00	\$ 60.00
SD-Wireless Access	IMEI356316111059929	\$ 60.00	Description	Qty	Unit Price	Total Price
			Wireless Internet Access Backup	1	\$ 60.00	\$ 60.00
SIP Solutions - ISDN/PRI	LS547480	\$ 472.75	Description	Qty	Unit Price	Total Price
			SIP Gateway	1	\$ 35.00	\$ 35.00
			Standard 911-US	1	\$ 0.00	\$ 0.00
			SIP DID Block	5	\$ 0.15	\$ 0.75
			SIP PRI Channel	23	\$ 13.00	\$ 299.00
			Caller ID Name & Number	46	\$ 3.00	\$ 138.00
SIP Solutions - ISDN/PRI	LS547481	\$ 472.75	Description	Qty	Unit Price	Total Price
			SIP Gateway	1	\$ 35.00	\$ 35.00
			Standard 911-US	1	\$ 0.00	\$ 0.00
			SIP DID Block	5	\$ 0.15	\$ 0.75
			SIP PRI Channel	23	\$ 13.00	\$ 299.00
			Caller ID Name & Number	46	\$ 3.00	\$ 138.00

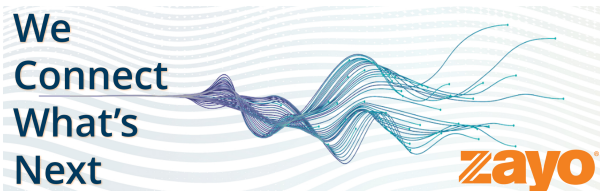
Zayo Group, LLC
Contract No. 202578791-00



SIP Solutions - ISDN/PRI Expanded	LS547482	\$ 299.00		
	Description	Qty	Unit Price	Total Price
	Standard 911-US	1	\$ 0.00	\$ 0.00
	SIP PRI Channel	23	\$ 13.00	\$ 299.00
SIP Solutions - ISDN/PRI Expanded	LS547483	\$ 299.00		
	Description	Qty	Unit Price	Total Price
	Standard 911-US	1	\$ 0.00	\$ 0.00
	SIP PRI Channel	23	\$ 13.00	\$ 299.00
Wavelength - Longhaul	PLKGLD867236ELG	\$ 2,760.00		
	Description	Qty	Unit Price	Total Price
	10 Gbps Longhaul Wavelength Interstate	1	\$ 2,760.00	\$ 2,760.00
Access - Ethernet Extended	UAKFOP866681INTG	\$ 1,130.00		
	Description	Qty	Unit Price	Total Price
	IP Access Bandwidth - 500 Mb	1	\$ 1,100.00	\$ 1,100.00
	Proactive Notification	1	\$ 30.00	\$ 30.00
Access - Ethernet Extended	UAKFOP866682INTG	\$ 1,130.00		
	Description	Qty	Unit Price	Total Price
	IP Access Bandwidth - 500 Mb	1	\$ 1,100.00	\$ 1,100.00
	Proactive Notification	1	\$ 30.00	\$ 30.00
EVC Voice	VOVLDP893656ZYO	\$ 0.00		
	Description	Qty	Unit Price	Total Price
	Voice EVC	1	\$ 0.00	\$ 0.00
	Voice IAD/Router	1	\$ 0.00	\$ 0.00
EVC Voice	VOVLDP893657ZYO	\$ 0.00		
	Description	Qty	Unit Price	Total Price
	Voice EVC	1	\$ 0.00	\$ 0.00
	Voice IAD/Router	1	\$ 0.00	\$ 0.00
EVC VPLS	VPVLMD866681INTG001	\$ 710.00		
	Description	Qty	Unit Price	Total Price
	VPLS Solutions - 500 Mb	1	\$ 710.00	\$ 710.00
EVC VPLS	VPVLMD866681INTG002	\$ 710.00		
	Description	Qty	Unit Price	Total Price
	VPLS Solutions - 500 Mb	1	\$ 710.00	\$ 710.00
Renewal Total:				\$ 8,104.62
Renewal Change:				\$ 0.00

Zayo Group, LLC

Contract No. 202578791-00

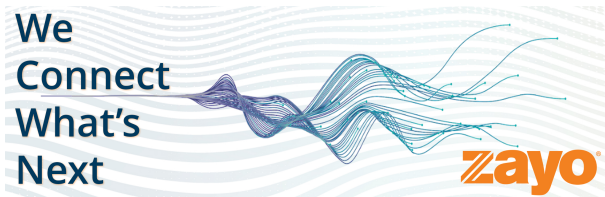


Net Difference:	\$ 0.00
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Summary of Charges		
Location	Total Monthly Charges	Total Activation Charges
DENVER INTERNATIONAL AIRPORT 8500 Pena Blvd STE 800 Denver, CO 80249	\$ 61,927.02	\$ 0.00
Denver International Airport - SLC 265 E 100 S Salt Lake City, UT 84111	\$ 4,391.42	\$ 0.00
Denver International Airport - Portland 6058 NE 78TH CT Portland, OR 97218	\$ 4,819.37	\$ 0.00
Denver International Airport 8500 Peña Blvd 800 Denver, CO 80249	\$ 8,104.62	\$ 0.00
Grand Total:	\$ 79,242.43	\$ 0.00

Total MRC:		MRR Product Set - 36 month term - Starting 1/20/2026 - Expiring 1/19/2029				
Product / Services	Monthly Recurring Charge	12 Month Discount (by year)	Discount %	MRR Discount	Total discount	New MRR
Denver City License Fee	\$ 4.48	2026	5.00%	(\$3,962.15)	(\$47,545.80)	\$ 75,280.28
Managed Service Fee (UC Cloud/DTOS)	\$ 61,405.00	2027	3.00%	(\$2,377.29)	(\$28,527.48)	\$ 76,865.14
LD Value Plan/TFN	\$ 520.90	2028	2.00%	(\$1,584.86)	(\$19,018.32)	\$ 77,657.57
Access/SIP Services	\$ 17,312.05	Exp 2029	0%	\$0.00	\$ -	\$ 79,242.43
Total MRC:	\$ 79,242.43	Total Savings		(\$95,091.60)		

Zayo Group, LLC
Contract No. 202578791-00



The Customer acknowledges that Customer is ordering the Offering(s) described below from Zayo Group LLC, or its applicable affiliate ("Zayo"). This Customer Order shall be governed by and subject to the applicable Master Service Agreement or Master Customer Agreement, as well as the applicable Schedules (if any), between Customer and Zayo ("MCA"). If the Customer has not executed a MCA and/or the applicable Schedules, this Customer Order shall be governed by the terms and conditions of Zayo's standard Master Customer Agreement and applicable Schedule(s) which are available upon request. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. The Offerings described herein will also be subject to any additional terms and conditions below and/or incorporated herein by reference.

The Offering Term of this Customer Order will commence on the Activation Date for each new Offering and will continue for the Term specified above or until this Customer Order has been renewed. The Term for renewal Offerings will commence on the Customer signature date below and will continue for the Term specified or until further renewed.

Unless otherwise defined in this Customer Order capitalized terms shall have the meaning as defined in the MCA. Zayo will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

CHARGES ARE SUBJECT TO (A) FACILITIES AND OFFERING AVAILABILITY, (B) ZAYO'S CAPACITY CHECK, INCLUDING SITE VISITS, IF REQUIRED; AND (C) IF APPLICABLE, IN THE EVENT THAT THIRD PARTY FACILITIES ARE USED TO PROVIDE THE OFFERING, THE THIRD PARTY'S CAPACITY CHECK, INCLUDING SITE VISITS IF REQUIRED.

THE CHARGES SET FORTH HEREIN ARE SUBJECT TO CHANGE IF IT IS LATER DETERMINED THAT CAPACITY IS UNAVAILABLE. IN SUCH CASE, THE CHARGES SHALL BE UPDATED WITH HIGHER AND/OR ADDITIONAL COSTS, INCLUDING WITHOUT LIMITATION CONSTRUCTION COSTS. IN SUCH CASE, CUSTOMER WILL BE NOTIFIED BY ZAYO (THE "ADDITIONAL CHARGES NOTICE"). IF THE CUSTOMER HAS REJECTED THE ADDITIONAL CHARGES, AND AN ALTERNATE SOLUTION TO PROVIDE THE OFFERING(S) TO THE CUSTOMER BY ZAYO IS NOT AVAILABLE WITHOUT ADDITIONAL COSTS, THE CUSTOMER WILL BE ALLOWED TO CANCEL THIS CUSTOMER ORDER WITHIN 14 DAYS FROM THE LATER OF (1) THE ADDITIONAL FEES NOTICE OR (2) ZAYO'S NOTIFICATION ON ALTERNATE SOLUTION(S) UNAVAILABILITY.

For global services to a non-Canadian location or any service with pricing in United States currency (US\$) where currency conversion applies, then a United States to Canadian conversion rate will be applied for invoicing purposes; any charges will be converted in accordance with the noonday rates published by the Bank of Canada on the 20th day of the month preceding the invoice date.

Customer

Michael Schneider

Print Name	Authorized Signature	Date
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Steve Coker

Print Name	Authorized Signature	Date
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Zayo

Print Name	Signature	Date
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Zayo Group, LLC
Contract No. 202578791-00

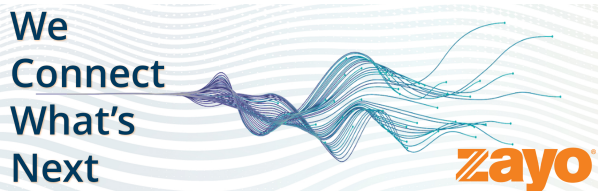


EXHIBIT B

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein,

such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



CONTRACT EXECUTIVE SUMMARY

Project Title: Managed Unified Communication (UC) Platform		Type: CON - New Contract						
		Action Requested: Final Contract Approval for New Project						
1. Division: Business Technologies Cost Center: 6044010 Business Technologies	2. Project Manager: Schneider, Michael - DEN Attorney: Coad, Austin Assigned CA: Motley, Sheila SVP: Lucero, Juan - DEN EVP: May, Penny - DEN							
3. Contract Type: Standard Expenditure/Professional Services Request Type: Services	4. Type of Process: Non-Competitive Sole Source Procured By: Contract Procurement							
5. City Council: Yes Prevailing Wage: No Westin Hotel Impacted: No M/WBE As Prime Contract: No	6. Supplier Signature Type: Electronic Signature If Electronic Signature, Provide Signatory Name and Email: Jason Taylor Jason.Taylor@zayo.com							
7. Supplier Name: Zayo Group, LLC Supplier Address: 1401 Wynkoop St. #500 Denver, CO 80202 Contact Name: Jason Taylor Contact Phone: 469-964-0956 Email Address: Jason.Taylor@zayo.com Entity Type: Corporation State of Inc.: Colorado (CO)	8. Budget over contract term including option years: <table><tr><td>Previous Total Amount</td><td>\$0.00</td></tr><tr><td>Current Request Amount</td><td>\$5,907,231.55</td></tr><tr><td>New Total if Executed</td><td>\$5,907,231.55</td></tr></table>		Previous Total Amount	\$0.00	Current Request Amount	\$5,907,231.55	New Total if Executed	\$5,907,231.55
Previous Total Amount	\$0.00							
Current Request Amount	\$5,907,231.55							
New Total if Executed	\$5,907,231.55							
9. Proposed Advertisement Date: <input checked="" type="checkbox"/> Check if N/A	10. Competitive Selection Information: <input checked="" type="checkbox"/> Check if N/A Advertised Date: — CEO Approved Date: —							
11. Contract Term <u>This Request</u> Start Date: DOE End Date: 3 years <u>Total Term</u> Years & Months 3 years plus (1) 2-year option to extend	12. Contract #: 202578791 Amendment #: 00 WD Supplier Contract #: TBD							

14. Goals:	Goals are N/A per DSBO	15. Contract Procurement Comments:
% Established:	%	Click or tap here to enter text.
% Proposed:	%	
% Achieved:	%	
Memo Date:	5/1/2024 6:00:00 AM	

A. Provide a project description, including the scope of work, how the budget/fee structure was established, and the driving need for this procurement:

This request is for a sole source contract between Zayo Group, LLC (Zayo) and Denver International Airport (DEN). This new contract would enable Zayo to continue to provide the Managed Voice Services at DEN. This service consists of 24x7x365 remote proactive monitoring and notification on availability, health and performance data between DEN premises and datacenter-located UC network components, including voice gateways, application servers, and IP phone sets, on an end-to-end, call-by-call basis. Managed UC includes framework-based Incident Management, Change Management, and Performance Management processes). 24x7x365 support is provided to remediate mission-critical incidents.

B. If the requested contract amount is over \$10 million, provide an explanation as to why it can't be broken into smaller contracts:

N/A

C. Describe the selection process details and how this procurement complies with Memorandum No. 8B to Mayoral Executive Order No. 8:

Sole Source: This procurement qualifies for the Sole Source exception under Memorandum No. 8B and will not be competitively procured.

Zayo is the current managed service provider providing complete life cycle management of DEN's Mitel Voice Platform. Zayo provides full managed operational and technical support for the hardware and software for the equipment located at DEN as well in their datacenters located in Salt Lake City Utah and Portland Oregon.

D. If this procurement request is for an amendment, please describe what alternatives are available to meet the needs of DEN:

E. Is this a fast-tracking opportunity? Fast-tracking only applies to on-call or informal competitive procurements and eliminates steps that are not legally required in the process. Please provide justification and confirm that this opportunity has been approved for fast-track request by division SVP and EVP. (Attach the Fast Track Justification Memo showing the division approvals).

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F. Expiring Contract Details:

Contractor Name:	Zayo Group LLC	Effective Date:	9/18/2017 6:00:00 AM
Contract #:	201523312	Expiration Date:	1/19/2025 7:00:00 AM
WD Supplier Contract #:	SC-00007796	Original Contract Amount:	9,927,868.03

G. Budget Details:

This contract is encumbered by:				Funding Source:			
Annual				Operations & maintenance (O&M)			
Federally Funded (Grant)? No				ROCIP? No			
Budget	2026	2027	2028	2029	2030		Total
Operations & maintenance (O&M)	\$1,181,446.31	\$1,181,446.31	\$1,181,446.31	\$1,181,446.31	\$1,181,446.31	\$0.00	\$5,907,231.55
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Spend Category	Fund	Cost Center	Capital Program (CIP only)	Additional Worktags Airport Activity Codes	Project ID	Additional Worktags Project Phase	Total Encumbered Current Calendar Year
83111500	73810	6044010		Z50B			
							\$

H. Additional Approvals (If required):

<p>Non-Competitive Process: Is this contract being procured through a non-competitive process? Requires CEO approval.</p> <p>Yes</p> <p>Phillip A. Washington – Chief Executive Officer</p>	
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<p>Fast Track Process: Is this contract being procured as a fast-tracked opportunity? Requires CEO approval.</p> <p>No</p> <p>Phillip A. Washington – Chief Executive Officer</p>	
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Email this completed CES as part of a complete project submittal packet to: Contract.Procurement@flydenver.com



DATA REQUEST FORM INFORMATION

A. Special Conditions:

Special conditions apply?	No
Special conditions reviewed?	No

B. Taking Flight

Please list all dates where this project was presented at "Taking Flight at DEN":

C. Preproposal Meeting:

Is the preproposal meeting mandatory?

If it is mandatory, provide justification of meeting:

Is a site tour needed?
Is the site visit mandatory?
Will the site tour involve any secure areas?

D. Additional Project Information:

How many vendors will be selected?	1
Is a performance and/or payment bond required?	No
Will the selected vendor(s) require unescorted driving access on the airfield?	No
Is vendor prequalification required?	No
Prequalification category:	
Prequalification amount:	
Have you coordinated with BT on this procurement request?	Yes
Who was your BT contact?	Schneider, Michael - DEN

E. Evaluation Panel:

Requesting SVP or Senior Director

Panel SME 1

Panel SME 2

F. Stakeholder Info:

Stakeholder 1

Stakeholder 2

Stakeholder 3

G. Risk and Insurance:

The contractor will be:

Accessing City network or computer software	No
Issued City email address or computer equipment	No
Programming, installing, updating City computer hardware or software	No
Providing cloud-based systems and services	No

The contractor will have care, custody, and control of airport, City employee, or citizen/client protected data including:

Sensitive Security Information (SSI)	No
Personally Identifiable Information (PII)	No
Protected Health Information (PHI)	No
Payment Card Information (PCI)	No