

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SUBMITTABLE HOLDINGS INC.**, a Delaware corporation, whose address is 101 E Front St Ste 501, Missoula, MT 59802 (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor pursuant to D.R.M.C. Sec. 20-64(a)(3) and the City’s Executive Order 8 to provide grant management software (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. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City’s Chief Information Officer (“CIO”) or other designated personnel of the Department of Technology Services (“Agency” or “TS”).
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. **“D(d)ata”** means information, regardless of form, that can be read, transmitted, or processed.
 - 2.3. **“Deliverable(s)”** means a tangible object, software-as-a service subscription, or on-premise software that is provided to the City by the Contractor under this Agreement.
 - 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 or support provided by the Contractor in connection with any goods or Deliverables under this Agreement.
 - 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. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete the technology related Work

set forth on the attached **Exhibit A**, Scope of Work (“SOW”). The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the attached exhibits (collectively, “Exhibits”). The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

4. ON-CALL SERVICES TO BE PERFORMED

- 4.1.** To initiate a Task Order, the City will provide a request to the Contractor describing the general scope and intent of the Work it desires the Contractor to perform under that Task Order. The Contractor shall submit a proposal, which shall include a quote, to the City in response to the City’s request. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained therein. Each Task Order shall include a detailed scope of Services, level of effort, timeline for completion, rates or fixed fee pricing, and payment schedule, including a “not to exceed” amount, specific to each Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.
- 4.2.** The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor’s performance.
- 4.3.** The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

5. **TERM:** This Agreement will commence on June 1, 2024, and will expire, unless sooner terminated, on June 1, 2029 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6. **COMPENSATION AND PAYMENT**

6.1. **Fees:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit A**. Amounts billed may not exceed rates set forth in **Exhibit A** and will be made in accordance with any agreed upon payment milestones.

6.2. **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.

6.3. **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.

6.4. **Maximum Agreement Liability**

6.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed One Million Six Hundred Eighty-Five Thousand Eight Hundred Eighty Dollars (\$1,685,880.00) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor’s risk and without authorization under this Agreement.

6.4.2. 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.

6.5. **ARPA Funds**

6.5.1. The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) and as amended by the Consolidated Appropriations Act 2023, Public Law No. 117-328 (December 29, 2022) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all

funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021, and ends on December 31, 2024:

- 6.5.1.1.** To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;
 - 6.5.1.2.** To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - 6.5.1.3.** For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or
 - 6.5.1.4.** To make necessary investments in water, sewer, or broadband infrastructure.
- 6.5.2.** The Parties further acknowledge that ARPA Funds may also be used to cover those eligible costs incurred by the City during the period that begins on December 29, 2022, and ends on December 31, 2024:
- 6.5.2.1.** To provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs;
 - 6.5.2.2.** Subject to restriction, to fund certain surface transportation-related projects under limited U.S. Department of Transportation programs; or
 - 6.5.2.3.** Subject to certain restriction, to fund projects eligible under Title I of the Housing and Community Development Act of 1974, which includes any projects that are currently eligible activities, programs, and projects under Community Development Block Grant and Indian Community Development Block Grant authorization.
- 6.5.3.** The Contractor shall only utilize ARPA Funds for the approved purposes described herein. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit C**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

6.5.4. The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026, or as otherwise required by law. As such, the Contractor shall invoice the City not later than November 1, 2026, or as otherwise required by law , for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026, may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

6.5.5. To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

8. TERMINATION

8.1. 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 thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a

formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- 8.3.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor. The Parties acknowledge that if the City terminates this Agreement for convenience, the City will not be entitled to a prorated refund for the applicable service term.
- 8.4.** Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement and shall refund to the City any prepaid cost or expenses.
- 8.5.** If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
- 9. EXAMINATION OF RECORDS AND AUDITS:** The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.
- 10. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or

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

11. INSURANCE

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11.2. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

11.3. Additional Insureds: For Commercial General Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor’s insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers’ Compensation and Employer’s Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$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.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 11.8. Cyber Liability:** The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.
- 11.9. Technology Errors & Omissions including Cyber Liability:** The Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION

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

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

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

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

12.5. The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Deliverable or Service, software, or Work Product provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

12.6. The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation does not extend to the City's generated content using the Contractor's software, including any configuration or customization of the Contractor's software by the City.

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

13. LIMITATION OF THE CONTRACTOR'S LIABILITY: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited

to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

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

15. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES: The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

16. SERVICE LEVEL AGREEMENTS: 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**.

17. TECHNOLOGY SERVICES SPECIFICATIONS

17.1. User ID Credentials: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:

17.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

17.1.2. Account credential lifecycle management from instantiation through revocation;

17.1.3. Account credential and/or identity store minimization or re-use when feasible; and

17.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

17.2. 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 (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

17.3. Identity Management: The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted. For clarity, the Contractor's system must be configured to use SAML or OAUTH for authentication. The Contractor is not obligated to make any changes for internal authentication.

17.4. 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 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; and (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. Upon request the Contractor will provide SOC2 reports, which must be provided unredacted. Upon request the Contractor will provide the Vulnerability report which may be redacted, or the Contractor may provide a summary report showing vulnerabilities are being remediated in a timely fashion. Vulnerability reports can be provided annually with quarterly summary.

17.5. Disaster Recovery and Continuity

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

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

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

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

18. DELIVERY AND ACCEPTANCE

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

18.2. License to Deliverables: Effective upon Acceptance of each Deliverable, and only for the term of this Agreement, the Contractor grants the City a nonexclusive, royalty-free license to reproduce, modify, display, and use such Deliverable, and all intellectual property rights necessary to use the Deliverable as authorized, as necessary for the City's internal business purposes, provided the City complies with any license restrictions set forth in this Agreement and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Deliverable unless agreed by the Parties in writing.

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

19. WARRANTIES AND REPRESENTATIONS

19.1. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, the Contractor warrants that any Work or Deliverable provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Contractor warrants that any Work or Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any known harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Deliverable and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

19.2. Any Work or Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

19.3. Third-Party Warranties and Indemnities: The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work

or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

- 19.4. Disabling Code:** The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

20. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

- 20.1. Compliance:** By July 2024, the Contractor shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the "Guidelines"). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- 20.2. Testing:** The Contractor's utilized an auditor and 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.

21. CONFIDENTIAL INFORMATION

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

21.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws and regulations. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

21.3. Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

21.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

22. SAFEGUARDING PERSONAL INFORMATION: “PII” means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. “PII” shall

also mean “personal information” as set forth at § 24-73-103(1)(g), C.R.S. If the Contractor or any of its subcontractors will or may receive PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. When applicable, the Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor’s employees, agents, and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement.

23. DATA MANAGEMENT, SECURITY, AND PROTECTION

23.1. Compliance with Data Protection Laws and Policies: The Contractor shall comply with all applicable 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 Health Information Portability and Accountability Act (“HIPAA”); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (“CJIS”) Security Policy for all Criminal Justice Information; 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 City will refrain from using the Services contemplated in this Agreement in a way that targets any persons residing in the European Union or a Data Subject as described in the General Data Protection Regulation (GDPR). Any use of the Services which would cause the GDPR to apply in any way to this Agreement will be considered a material breach of the agreement by the City, and the Contractor may suspend or terminate the City's access to Services.

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

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

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

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

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

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

23.6. Software and Computing Systems: 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. The Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.

23.7. Background Checks: The Contractor shall ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal

background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq.*, related to federal tax information.

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

23.9. Security Audit Access: The Contractor shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this Agreement. Such access and information shall include an annual SSAE 18/SOC 2 Type 2 audit, or an alternative audit recommended by the City. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder.

23.10. Security Breach: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most

expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

- 23.11. Cooperation:** The Contractor shall reasonably cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. Unless the Contractor can establish that neither it nor any of its agents, employees, assigns, or Subcontractors are the cause or source of the Security Breach, the Contractor shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.
- 23.12. Reporting:** The Contractor shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Contractor has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Contractor has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.
- 23.13. 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 reasonable 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. The Parties acknowledge and agree that any limitation of liability found in this Agreement applies to this Agreement, and, without limitations, this paragraph
- 23.14. Remediation:** After a Security Breach, the Contractor shall take steps to reduce the risk of incurring a similar type of Security Breach. If an independent cybersecurity firm does not validate

such remedial action to a "Low" risk score under a recognized vulnerability scoring methodology, then the City may terminate this Agreement for cause.

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

24. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

25. 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. For avoidance of doubt, this section does not apply to the Contractor's sub-processors.

26. 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.

27. 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.

28. 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 including its exhibits, attachments, annexes or other documents attached 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.

- 29. 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 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 no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage 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.
- 30. 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.
- 31. 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.
- 32. 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 Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 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.

- 33. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement. 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.
- 34. 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).
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.

- 39. ORDER OF PRECEDENCE:** In the event of any conflicts between the provisions in the body of this Agreement and the Exhibits, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no subsequent document, order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.
- 40. 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 45. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
- 46. 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.
- 47. 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.

- 48. 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*. All contracts entered into by the City shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 49. 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.
- 50. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 51. 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.
- 52. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; **Exhibit D**, Federal Provisions; and **Exhibit E**, Submittable Terms of Service.

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Contract Control Number: TECHS-202371318-00
Contractor Name: SUBMITTABLE HOLDINGS INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202371318-00
SUBMITTABLE HOLDINGS INC

By:  _____
D565B74CF3DD471...

Name: Joe Silver
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Statement of Work

Technology Services Program Management Office (PMO)
CITYWIDE GRANTS MANAGEMENT | SOW

Laura Rennich
12/14/23

Revision History

Date	Author	Version	Revision Comments
10.05.23	Laura Rennich	1.0	Initial Draft
10.13.23	Diana (Submittable)	2	Second draft
11.2.23	Laura Rennich	3	Third Draft
11.6.23	Submittable	4	4 th Draft
11.7.23	Laura Rennich	5	5 th Draft
11.14.23	Laura Rennich	6	
12/5	Laura Rennich	7	Removed DEDO
12/14	Laura Rennich	8	
4/08/24	Submittable	9	

1) Project Overview

This Statement of Work (“SOW”) defines the scope of work that will be performed by Submittable (vendor) and the City and County of Denver (CCD) to implement the Citywide Grants Management system. This SOW will provide a detailed overview of the project elements necessary for this endeavor to be successful. These include but are not limited to the following areas:

- Objectives
- Implementation Schedule
- Key Participants
- Financial Details and Billing Plan
- Project Approach
- Assumptions and Dependencies
- Requirements
- Risks and Issues
- Deliverables with Acceptance Criteria

Background

Currently the city agencies that manage grants do not have a comprehensive application/solution to manage the grants process. There is no way to collectively manage, track, or report on current grants.

Objectives

- Ability to centralize key grant management functions, while creating an inclusive and human-centered experience for internal and external stakeholders.
- Ability to support enterprise level custom reporting that meshes with Snowflake business intelligence tools.
- Separate accounts to keep programs and data within a specific department.
- Autonomy and flexibility to quickly spin up new opportunities at scale.

Specifically, the scope of this project will deliver:

- Eight unique Submittable instances
- Eight implementation packages (one unique implementation package for each single department)
- Enable SSO for all current and future City of Denver Submittable account, including but not limited to the eight in this contract
- Deliver eight unique configurable CSS packages (one unique CSS package for each single department)
- Project Management resource up to 3 months or upon successful launch of eight projects, whichever comes first.
- Commitment from Submittable to host project kickoffs for each of the eight departments in Q3 of 2024.

Key Participants

The following table lists the known and anticipated participants that will be involved in this project. List the names of the project teams here for both vendor and CCD.

Name	Agency Company Organization	Role
Laura Rennich	CCD	Project Manager
Andrea Denis	CCD	PMO Director
Megan Williams	CCD	Project Sponsor
Chad Mitchell	Project Sponsor	TS Project Sponsor
Lauren Olson	Submittable	Account Manager
ShaNae D’Hooge	Submittable	Customer Success Manager
TBD	Submittable	Project Manager
TBD	Submittable	Implementation Specialist
TBD	Submittable	Customer Success Engineer

2) Project Approach

Project engagements such as this require strong collaboration between Submittable and CCD to be successful. The Project Team supported by the Stakeholders from section 1 will employ a hybrid implementation approach that combines the Waterfall and Agile methodologies. SDLC and PMI best practices will be used to ensure the final solution meets CCD’s requirements and achieves the project objectives.

Project Change Request Process

If the Submittable scope outlined in this SOW must be altered (i.e., scope, schedule, or budget) regardless of if this alteration impacts the costs associated with the project, the following Change Request process will be adhered to:

- Submittable will provide CCD with a Submittable Change Request, that details what the change is and at minimum the impacts to the scope, schedule, and budget. If warranted the Change Request should also include the risks, issues, and dependencies associated with the change.
- The CCD Project Team will review the Submittable Change Request to ensure the full impact of the change is understood. If required CCD and Submittable will meet to ensure CCD completely understands the change being requested.
- Upon the outset of the Change Request being identified, the CCD Project Manager will advise the CCD Project Sponsors of the Change and rough order of magnitude (i.e., small, medium, large) the anticipated impact it will have on the project.
- Once the CCD Project Team has confirmed the impact of the change is completely understood, the CCD Project Manager will present the Change Request to the CCD Sponsors for formal approval.
- Once a decision is rendered by the CCD Project Sponsors, the CCD Project Manager will provide the Submittable Project Manager with written/electronic notice of the decision and if approved the change will be officially added to the project scope. If the change is not approved, it will be dispositioned as an issue, risk, or closed by the CCD PM.
- If the Change Request impact on the schedule risks or causes a work stoppage prior to the Change Request process being completed, the Submittable Project Manager and CCD Project Manager must work to expedite this process to avoid or at minimum reduce any work stoppage(s).

Business Requirements

The following represent CCD’s high level business requirements. These will be further defined during the discovery sessions.

Req #	General Requirement	Description	Out of the Box/Configurable and Out of Scope
Required	Qualification	Eligibility Feature (program type, neighborhood served)	Core Submittable Functionality for all 8 accounts
Required	Qualification	Pre-Qualification Functionality (Document Vault)	CCD to define
Required	Finance	Risk Assessment	Core Submittable Functionality for all 8 accounts
Required	Finance	Invoice Submission	Core Submittable Functionality for all 8 accounts
Required	Finance	Budget & spend-down tracking	Core Submittable Functionality for all 8 accounts
Required	Finance	Move from spreadsheets: Manage financials and collect data	Core Submittable Functionality for all 8 accounts
Required	Finance	Ability to upload invoices to centralized location along w/ supporting documentation	Core Submittable Functionality for all 8 accounts
Required	Finance	Budget & spend-down tracking	Core Submittable Functionality for all 8 accounts
Required	Finance	Move from spreadsheets: Manage financials and collect data	Core Submittable Functionality for all 8 accounts
Required	Finance	Ability to upload invoices to centralized location along w/ supporting documentation	Core Submittable Functionality for all 8 accounts
Required	Finance	Supports: procurement/RFP, purchase orders, Workday management	Submittable to support CCD procurement, purchase orders processes
Required	User Experience - Customer	Multilingual applications (and back translation for reviewers)	Configurable but out of scope
Required	User Experience - Customer	Non-city employee access to review	Core Submittable Functionality for all 8 accounts
Required	User Experience - Customer	Centralized contract/grant portal for all city opportunities	Core Submittable Functionality for all 8 accounts
Required	User Experience - Customer	Standard questions	Core Submittable Functionality for all 8 accounts
Required	User Experience - Customer	Access to vendor profiles for hx	Core Submittable Functionality for all 8 accounts
Required	User Experience - Customer	Application Checklist	CCD to define
Required	User Experience - Customer	Knowledge/info on what's available.	Core Submittable Functionality for all 8 accounts

Req #	General Requirement	Description	Out of the Box/Configurable and Out of Scope
Required	Scoring	Staff can see numeric scores from individual reviews and system can aggregate scores and report on average	Core Submittable Functionality for all 8 accounts
Required	Scoring	Evaluation component (for reviewed to score proposals)	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Fiscal Audits and Program Monitoring	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Vendor performance and Monthly Reporting	CCD to define
Required	Reporting/Monitoring	Grantee reporting (e.g. open and closed response, qualitative, quantitative, skip logic, auto populate reporting sections)	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Ability to pull reports regarding progress, compliance, etc.	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Easily track all applicants for grant	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Robust grant tracking (e.g. by cycle, geography, program type, pop. group)	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Ability to track progress and spend	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	EDI Monitoring	Core Submittable Functionality for all 8 accounts
Required	Reporting/Monitoring	Amount funded, scope of work, compliance, coordination	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Quick view of all awards grantee has received	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Easy way to see one award w/ 2 different grant/fund source	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Easy way to track and view all submitted documents	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Different types of app questions (eg. Open response vs closed response, qualitative and quantitative)	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Ability to re-open a grant round or application (even after a grant round has closed or an application was submitted)	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Multi-year agreements (better transfer from single time to multiyear)	Core Submittable Functionality for all 8 accounts

Req #	General Requirement	Description	Out of the Box/Configurable and Out of Scope
Required	User Experience - Staff	Ability to check for conflict of interest before assigning reviewers to applications	Core Submittable Functionality for all 8 accounts
Required	User Experience - Staff	Closed-System (audit need)	CCD to define
Required	User Experience - Staff	Ability to track procurement process and phases	Core Submittable Functionality for all 8 accounts
Required	Data	How many contracts does the vendor have across the city?	Core Submittable Functionality for all 8 accounts
Required	Data	Big picture view: all funding requests, # of applications vs # of awards, \$ amounts	Core Submittable Functionality for all 8 accounts
Required	Data	Quick view list of all current and past PO's	Core Submittable Functionality for all 8 accounts
Required	Data	Number of times vendor applied for funding and total awarded	Core Submittable Functionality for all 8 accounts
Required	Data	Dashboards	Core Submittable Functionality for all 8 accounts
Required	Data	Flexibility of data type collection (i.e.. numbers, uploads, narrative, dropdowns, videos, pictures, multimedia)	Core Submittable Functionality for all 8 accounts
Integration	Data	Submittable export to Snowflake	Core submittable functionality for all 8 accounts

Deliverables

Submittable Project Management

As a part of this contract, Submittable will provide Project Management Services to oversee the execution of the deliverables contained within this SOW and help in the coordination with implementing Submittable. Submittable Project Management establishes the overall timeline/scope of the combined 8 programs (agencies), communication to CCD's Key Stakeholders, and escalates risks/issues related to Submittable's development effort. The intent of the project management period is to provide CCD with an opportunity to share and review their current citywide grants management solution-related processes and systems with Submittable to capture the solution requirements for the system being implemented. CCD will share gaps, issues, and pain points with the current processes and systems. Submittable will gain an understanding of CCD's current state as well as future goals and objectives to ensure that the implementation project is well planned to maximize use of CCD's The citywide grants management solution. Process analysis, alignment, and mapping will be included in these activities. Submittable will then capture the required tasks, configurations, and customizations in a Solution Design Document that describe configurations, customizations, interfaces, and other artifacts necessary to achieve the desired solution.

- Project Management will build and maintain a Project Schedule and Gantt Chart

- Project Management will build, run, and oversee internal testing plans of the software and its components before go live including application integrations in conjunction with the Submittable Implementation Team

Qualifications/Exclusions

- CCD will identify a single point of contact to act as Project Manager (PM) to Submittable. That individual will have sufficient time available weekly, estimated to be TBD% FTE, to perform the tasks expected in a timely fashion for the success of this project.
- CCD project managers should have a broad-based understanding of the project's goals and objectives.
- CCD project manager will be responsible for scheduling all project events with CCD resources.
- CCD will make appropriate resources available to the project team to meet the set objectives.
- CCD will adhere to a mutually agreed upon project timeline that incorporates both Submittable and CCD tasks.
- The CCD project manager will ensure the timely delivery of items identified as "City task" within this SOW and the project schedule.
- The CCD project manager will advise the Submittable project manager of expected delivery dates for items identified as "City task" within this SOW and the project schedule.
- The CCD project manager will ensure that change orders contain a full specification of the changes required and will coordinate the CCD completion and approval of change orders.
- The CCD project manager will ensure that customizations are fully specified and documented.
- The CCD project manager will ensure that all CCD team members have a clear understanding of their responsibilities to the project.
- CCD project manager will participate in a conference call to review the status of the project at a set interval as deemed appropriate based on the project (i.e., daily, weekly, bi-weekly, etc.).
- CCD project manager will ensure timely decision-making regarding alternatives impacting the overall solution.
- CCD project manager will ensure that all project deliverables are reviewed and accepted or rejected within 10 business days from receipt, unless otherwise agreed to with the Submittable project manager.
- Submittable Project Management services end at 3 months from the first project kickoff or upon successful launch of 8 projects, whichever comes first.

The citywide grants management solution Design Workshop and Training Documentation

Submittable will facilitate up to 10 hrs per account to Solution Design Workshops (hereinafter referred to as Standard implementation) with designated CCD personnel. Each CCD program will receive its own Submittable Implementation Specialist. The Submittable Implementation Specialist will provide personalized training and recommendations to help each CCD program meet their specific goals. The implementation schedule for each program will be agreed to jointly by both the Submittable and CCD Project Managers.

Timeline of program start date:

Submittable agrees to launch (project kick-off) four programs in June 2024 and four programs in July 2024. It is estimated that each program will take approximately four to six weeks from kick off to go-live, however this can be flexible +/- a week on either side (meaning 3 weeks or 8 weeks) based upon the needs and timeline of each CCD department and program. In essence, this will be a waterfall approach to implementation of the

Submittable software. Note, implementation of all eight programs will need to be completed no later than July 30th, 2024. Should that date need to be extended, a Change Order will need to be completed.

Submittable will work with CCD to determine the four highest priority programs that will begin implementation in June 2024

Qualifications/Exclusions

- In advance of each net new Implementation session kickoff for each project, CCD will provide Submittable with any documents developed by the CCD team that are relevant to the topics being discussed (e.g., requirements documentation, reference documents, project/department organization chart, project charter, process flow designs, data feeds, etc.) if they are available.
- CCD will identify participants for each implementation session for each department.

The Citywide Grants Management Solution Environment Setup

Submittable will create and configure all production environments for CCD. Submittable will use CCD's production environments as the Test Environments and the Training Environment since all test data can be easily duplicated into production data within the same Submittable instance as well as and deleted.

Deliverables include:

- Creation of 8 product instances - one for each department.
- The 8 product instances will each contain features specified in contract agreed to between CCD and Submittable
- Submittable will perform application access testing in conjunction with each individual CCD department to ensure the environments are accessible to CCD through CCD's Azure Single Sign On authentication.

Qualifications/Exclusions

- CCD will identify the unique end users that will need access to each of the 8 production instances.
 - Note, if an end user needs to have access to more than one instance, it will count as multiple users against the total number of users
- CCD will prioritize the business requirements to be addressed by Submittable for the citywide grants management solution.
- Application has been configured to ensure that all requirements perform as intended and documented in the Solution Design Document.
- Submittable will verify that all required application components are operating in accordance with CCD approved configuration and requirements.

The Citywide Grants Management Solution Custom Branding Configuration and Single Sign on

Submittable's customer success engineers will customize CCD's front-facing Submittable pages to match the look and feel of their brand, including headers, footers, color schemes, fonts, and external links. All emails and communication from Submittable will be co-branded with Submittable logos and email domains.

Submittable's customer success engineers will assist CCD's staff with setup of SAML Single Sign-On between Submittable and CCD's Azure SSO interface. This will include all existing City of Denver accounts.

The table below provides a high-level overview of the anticipate interfaces and the expected level of effort:

Interface	Type	Data Flow	Data Transformation	Estimated LoE
Azure SSO	SAML 2.0	SSL/TLS end-to-end. Default Attributes Provided by IDP include: givenname, surname, emailaddress, and optional nameID	CCD response will include Employee Number or NameID claim to be used for account matching.	Medium
CCD Snowflake				Medium

Deliverables will include:

- 8 custom branded accounts
- SSO to all 8 new CCD accounts and all existing City of Denver accounts

Qualifications/Exclusions

- Submittable will request metadata and attribute information from CCD while providing Submittable metadata for new Service Provider configuration within CCD's Azure SSO interface.
- After completion of Service Provider Setup by CCD, Submittable will configure SSO and guide CCD staff through testing the integration.
- CCD and Submittable will work jointly to define and develop the interface data structures.
- In the coming months, Submittable has an emerging capability to configure SSO via OIDC that can be used in lieu of SAML 2.0. This can be leveraged should the City of Denver prefer that approach.
- With the exception of alternative OIDC setup, no interfaces beyond those in the above table are within the scope of this project. If during the project additional interfaces become necessary, the Change Request process outlined in section 2 must be adhered to.

Submittable Data Sharing with Snowflake

Submittable Data Sharing brings your data into Snowflake, where you can enrich it with data from other sources and pull it into business intelligence tools to uncover actionable insights.

CCD will own and manage their Snowflake account allowing CCD to access Snowflake as an external tool to: Have access to Submittable Data Sharing, upload CCD's own data into Snowflake, and be in control of CCD's own Snowflake account.

Submittable staff will have the first meeting with CCD staff no later than 06/10/2024 to begin the configuration process.

Submittable's responsibilities:

- Provide up to 2 hours of initial Snowflake usage training during the setup period
- Setup period ends 07/08/2024
- Assistance with setup and configuration of Submittable Data Sharing service providing CCD Submittable data to CCD Snowflake account

Should CCD have questions concerning the use or access to Snowflake, CCD will need to contact Snowflake directly. CCD shall consult Snowflake's documentation found [here](#) at the time the SOW was written, or Snowflake's customer success managers.

Technical Support for Snowflake Usage

The support package includes 5 hours annually per Submittable account/instance (for a total of 40 hours) of:

- Snowflake data query troubleshooting
- Data modeling suggestions
- Initial technical troubleshooting (Snowflake for escalation)
- Should an account/instance use fewer than 5 hours, those hours can be rolled over to other Submittable accounts/instances.

CCD agrees to a 48-hour Service Level Agreement (SLA) to schedule meetings with Submittable's Data Team providing training and support for Snowflake-related concerns. This means CCD agrees to provide Submittable's Data Team with up to two business days of flexibility to meet with CCD upon CCD's request for a meeting. Submittable may be able to provide time to meet before 48 hours should schedules allow, but 48 hours will be the default.

CCD agrees that both the setup of Snowflake data sharing and the availability of data within Snowflake data sharing will follow that of the implementation schedule - launch(Implementation Kick-off) four programs in June 2024, four programs in July 2024. It is estimated that each program will take approximately four weeks from kick off to go-live, however this can be flexible +/- a week on either side (meaning 3 weeks or 8 weeks) based upon the needs and timeline of each CCD department and program.

The Citywide Grants Management Solution User Acceptance Testing and Defect Resolution

- Due to the nature of deliverables for this contract, a vast majority of the software solutions are standard, pre-set, non-custom in nature. Further, a majority of the configuration required to meet the deliverables in this SOW will be performed within the software using prebuilt interfaces by staff of the City of Denver. Submittable will work with Staff the ensure a successful launch of all eight programs, however User Acceptance Testing (UATs) to ensure that delivered products meets the specified requirements acceptable to City of Denver end-users will be minimal and Submittable's role will be limited to ensuring that standard, pre-set, non custom features work as intended. Should any of these features not work as intended, Submittable will work to remedy them as time is of the essence.

The Citywide Grants Management Solution Support

Submittable will offer CCD with Technical support for administrators, applicants & submitters. Specifically, the Gold Support will consist of:

- access to our comprehensive self-service Help Center.
- email support for your submitters
- priority support for your team over email, chat, or phone.

Qualifications/Exclusions

- With the Gold Support Package, CCD is guaranteed a response from Submittable's support team via email within 12 business hours.

- Submittable will follow up on all “after hours” support items during the next “support hours” period. In practice, questions submitted to Submittable Support over the weekend or after 5:00 PM MST will be answered and responded to the next business day.

3) Project Schedule

The following schedule is representative of this implementation project. A refined schedule will be developed based on the actual Project Kickoff and outcomes of the planning phase.

Task Name	Start	Finish
Project Initiation	6/3/2024	6/3/2024
Project Kickoff	6/3/2024	6/3/2024
Project Planning	6/3/2024	6/23/2024
Risks	6/3/2024	6/24/2024
Resources	6/3/2024	6/25/2024
Schedule	6/3/2024	6/26/2024
Project Execution	6/10/2024	9/30/2024
Deploy 4 agencies	6/10/2024	8/2/2024
Deploy last 4 agencies	8/5/2024	9/30/2024
Project Closure	9/15/2024	9/30/2024

Financial Details and Billing Plan

Implementation Project Billing Plan

The table that follows details the invoice amounts, the associated deliverables, and the estimated month that CCD would receive the invoice from Submittable. The estimated months in this billing plan will be modified based on the Project Kickoff date and the project schedule that results from the project planning phase. The invoice amounts and associated achieved deliverables will only be modified through the Project Change Request Process outlined in section 2 of this document. Th

e contingency line item is CCD discretionary funding that may or may not be expended during the implementation project.

Scope	Total Amount Due Year 1: June 2024	Year 2: June 2025	Year 3: June 2026	Year 4: June 2027	Year 5: June 2028
8 Professional Plan Accounts. Each account includes: 40 Team Seats 4,000 submissions Gold Support Snowflake Data Sharing Custom CSS SSO Plus all Professional Plan Features	\$311,770.00	\$311, 770.00	\$311, 770.00	\$311, 770.00	\$311, 770.00
Project Management	\$24,750				
10 hours of Implementation per Account	\$22,000				
Total	\$358,520.00	\$311, 770.00	\$311, 770.00	\$311, 770.00	\$311, 770.00

Invoicing Schedule for Deliverables

Invoices	Invoice Amounts
Invoice 1: 4 full initial agency implementation (4 out of 8)	\$179,260
Invoice 2: 4 additional agency implementation (8 out of 8)	\$179,260
Total	\$358,520

Charges for Add-ons and Services, as well as other items approved through the Change Order Request Process will be based on the following roles and rates.

Additional Fees:

- Implementation Specialist \$1000/2 Hr.
- Project Manager: \$250/Hr.
- Submissions: \$300 for 500
- Team Seats: \$1000 for 10

5) Assumptions and Dependencies

- Submittable will rely on all decisions and approvals of Client in connection with the Services.
- Submittable and CCD will participate in at very least weekly status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution.
- Submittable will utilize reasonable efforts to retain and maintain assigned resources throughout this project. Submittable reserves the right to utilize resources that were not

originally assigned to the project. In the event Submittable chooses to change, remove, or add resources to the project, Submittable will review resource updates with Client as soon as reasonably possible.

- All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, an amendment will be proposed and revised estimate provided.
- Submittable will not be responsible for delays, additional costs, or other liabilities caused by or associated with the acts or omissions of Client or Client-affiliated third-party resources, including their failure to execute the Client responsibilities.
- Services provided by Submittable relating to security, risk, governance or other compliance-related matters do not constitute legal or regulatory compliance advice. Client is responsible for assessing its legal, security and regulatory requirements and whether use of the Services meets those requirements.
- Unless specified in the scope of work, activities, or deliverables, CCD will be responsible for ensuring that CCD stakeholders are aware and aligned to the objectives of the engagement and available to meet the timeline of the engagement.
- Correction and rework of deliverables, including bug and error fixes, are considered chargeable project time (“Normal Rework”) unless Submittable failed to utilize good commercial practices in the development of such deliverables (“Abnormal Rework”). The effort allocated for Normal Rework will be time-boxed and constrained solely by the project budget remaining.

4.1 CCD Responsibilities:

- CCD will designate and provide access to key stakeholders serving in project support roles, including the project sponsor and stakeholders, each having suitable skills, experience knowledge, capacity and subject matter expertise for their role throughout the project
- CCD will provide promptly information, documentation, decisions, approvals and assistance as requested or necessary for Submittable’s performance and maintenance of project cadence.

6) Change control procedure

Changes to project scope, incorrect assumptions or missing prerequisites may affect cost, resources or schedule. Other circumstances may arise beyond Submittable’s control that may cause it to be unable to accomplish the project objectives and would require a modification to this SOW. Any such modification shall be a written amendment to the contract that details material changes to staff requirements, deliverables, fees and milestones, as applicable. If the parties do not agree to such proposed amendment, then either may suspend the Services to allow time for the parties to agree on an alternative amendment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 17 E. Sir Francis Drake Blvd. Suite 200 Larkspur, CA 94939	CONTACT NAME: PHONE (A/C, No, Ext): (415) 257-2100 FAX (A/C, No): (415) 455-1516 E-MAIL ADDRESS: cal.cpu@hubinternational.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkley National Insurance Company 38911	
INSURED Submittable Holdings Inc. DBA Submittable 777 108th Ave NE Ste. 2020 Bellevue, WA 98004		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="checked" type="checkbox"/> LOC OTHER:	X		TCP 7025312-10	2/19/2024	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	X UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TCP 7025312-10	2/19/2024	12/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC 7025313-10	2/19/2024	12/1/2024	X <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Tech E&O/Cyber			F17515305 001	2/19/2024	12/1/2024	Limit:	5,000,000
B	Excess E&O/Cyber			AMWIN1020	2/19/2024	12/1/2024	Limit:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #: TECHS-202371318

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regard to the General Liability policy, when required by written contract.

CERTIFICATE HOLDER City and County of Denver Department of Technology Services 201 W. Colifax Ave. Dept. 301 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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EXHIBIT D, CONTRACT FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Agreement or Purchase Order, the provisions of these Federal Provisions shall control.

2. COMPLIANCE.

- 2.1. The Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City or the State of Colorado may provide written notification to the Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 3.1. SAM. The Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. The Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. Unique Entity ID. The Contractor shall provide its Unique Entity ID to its Recipient and shall update The Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in the Contractor's information.

4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.

- 4.1. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.6. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 4.10.1.1. Procure or obtain;
- 4.10.1.2. Extend or renew a contract to procure or obtain; or
- 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT**

- 5.1. Pursuant to §4.2 of these Federal Provisions, the City may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
- 5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)
 - 5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)
 - 5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
 - 5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

6. **EVENT OF DEFAULT.**

- 6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the City under the Agreement, at law or in equity.

EXHIBIT E, Submittable Customer Terms of Service

This Submittable Customer Terms of Service (“**TOS**”) is by and between Submittable Holdings, Inc., a Delaware Corporation with offices located at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”) and the person or entity who executed the Order Form (“**Customer**” or “**You**”). This TOS is effective as of the date You executed the Order Form. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. Acceptance of the TOS. The TOS governs Your access to and use of Submittable’s Services.
2. Additional Definitions. In addition to terms defined throughout this TOS, the following terms have the following meanings:

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (b) for whom access to the Services has been purchased under this TOS.

“**Customer Data**” means all information, data, and other content, in any form or medium, that is processed by Submittable on behalf of Customer under or in connection with this TOS, whether supplied by Customer, an End User, or otherwise, and all intellectual property rights in the foregoing. Customer Data includes reports generated by the Services based on previously existing Customer Data. Customer Data does not include Resultant Data or Submittable IP.

“**Documentation**” means any documents or materials that Submittable provides to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Submittable IP.

“**End User**” means a natural person or entity utilizing the Services to submit or transfer End User Data to Customer via the Services.

“**End User Data**” means all information, data, and other content, in any form or medium, that is submitted, transferred, transmitted, or otherwise sent, directly or indirectly from an End User by or through the Services that is processed by Submittable on behalf of Customer under or in connection with this TOS.

“**Order Form**” means the provisions for Customer’s purchase of the Services which Customer shall execute to purchase the Services and is incorporated here by reference.

“**Resultant Data**” means data and information related to Customer’s, an Authorized User’s or an End User’s use of the Services that are used by Submittable in an aggregate and anonymized manner and only in accordance with this TOS.

“**Services**” means the software-as-a-service described in the Order Form.

“**Submittable IP**” means the Services, the Documentation, and any and all intellectual property that are provided or used by Submittable or any Subcontractor or Sub-processor in connection with the Services or this TOS or otherwise comprise or relate to the Services or Submittable’s information technology infrastructure and all intellectual property rights in any of the foregoing. Submittable IP includes Resultant Data, but does not include Customer Data.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Submittable.

3. Access and Use.
 - 3.1. Provision of Access. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS, Submittable hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term. Customer must set up a Submittable account by selecting access credentials for Customer and its Authorized Users. Customer and its Authorized Users shall create platform logins and provide Submittable with certain registration information, all of which must be accurate and updated as appropriate and comply with Submittable’s registration policies then in effect. The Order Form sets forth Fees for designated levels of usage, Authorized Users, number of seats, number of submissions, and the like (each a “**Services Allocation**”). Customer may not exceed any Services Allocation.
 - 3.2. Documentation License. Submittable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely in connection with Customer’s use of the Services.

- 3.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this TOS and the terms and conditions of the Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of their own then-valid access credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; or (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services.
- 3.4. Suspension or Termination. Submittable may suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (i) Submittable receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Submittable to do so; or (ii) (1) Customer or any Authorized User has failed to comply with any term of this TOS or the Order Form, provided Submittable has provided Customer prior written notice and provided a reasonable opportunity to cure; or (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services (subclauses (i) or (ii) a "Services Suspension"). This Section does not limit any of Submittable's other rights or remedies, whether at law, in equity, or under this TOS. Submittable shall resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured, if curable.
- 3.5. Submission Fees. The Parties agree that the City will not be accepting or processing any third-party payments. If applicable, Customer may not solicit credit/debit card information from End Users in any way other than utilizing Submittable's built-in payment processing interface, including, but not limited to, the creation of custom form field entries. Customer will be charged Submittable's expenses in processing such fees. Provided Customer is in breach of its payment obligations under this TOS, Submittable shall retain the fees received from an End User as an offset unless and until Customer becomes current on its payment obligations.
- 3.6. End User Entries. Customer agrees to act in good faith to uphold Customer's policies and the promises made to End Users in connection with the Services. Where applicable, this requires that Customer act in good faith to review submissions, make awards, and refund fees where appropriate. Customer is solely responsible for the performance of Customer's policies and promises to End Users.
- 3.7. Unethical Behavior. Customer may confidentially report unethical behavior concerning the use of the Services by contacting Submittable at: phone: (855) 467-8264, ext. 2; email: support@submittable.com; mail: P.O. Box 8255, Missoula, Montana 59807.
- 3.8. Professional Services. Customer may purchase additional professional services from Submittable ("**Professional Services**") the terms of such services, including additional terms related to Fees and/or payment terms are set forth in a separate statement of work which must be included by amendment. If the Professional Services involve Submittable's management of distributing Customer funds to recipients of such funds, **Exhibit D** shall be in effect, and each Party shall abide by its obligations.
- 3.9. Removal of Customer Data. Submittable may remove or disable any Customer Data (i) as permitted under this TOS; (ii) as required by applicable law; (iii) thirty (30) days after the Term; or (iv) upon Customer's written request.

- 3.10. Resultant Data. Notwithstanding anything to the contrary in this TOS, Submittable may monitor Customer's use of the Services and collect and compile Resultant Data. Resultant Data must be used in a manner where such use cannot reasonably lead to the identification of any Customer, Authorized User, or End User. Submittable may use Resultant Data for statistical and performance information, optimization information, debugging, feature development, performance analytics and optimization, and marketing insights or reports related to the provision and operation of the Services.
- 3.11. Submittable Access. Submittable has the right, but not the obligation, to monitor the Services, Customer's, an End User's, or Authorized User's use of the Services, or Customer or End User Data to (i) determine compliance with this TOS, (ii) at Customer's, an End User's, or Authorized User's request for technical support or otherwise, (iii) to satisfy any law or authorized government request; or (iv) ensure performance and security of the Services.
- 3.12. Changes to Services. Submittable reserves the right, in its reasonable discretion, to make any changes to the Services and Submittable IP that it deems necessary or useful to: (i) maintain or enhance: (1) the quality or delivery of Submittable's Services to its customers; (2) the competitive strength of or market for Submittable's Services; or (3) the Services' cost efficiency or performance; or (ii) to comply with applicable law.
- 3.13. Subcontractors. Subject to the terms of the Data Protection Addendum set forth in **Appendix B ("DPA")**, Submittable may from time to time in its discretion engage third-parties to perform Services (each, a "**Subcontractor**"). Submittable shall be responsible for the acts and omissions of any Subcontractor under this TOS.
4. Customer Responsibilities.
 - 4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this TOS if taken by Customer will be deemed a breach of this TOS by Customer.
 - 4.2. Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Submittable personnel with reasonable cooperation and assistance to enable Submittable to provide the Services and support to Customer; and (iii) provide reasonable cooperation and assistance as Submittable may reasonably request to enable Submittable to exercise its rights and perform its obligations under and in connection with this TOS.
5. Service Levels and Support.
 - 5.1. Service Levels. Submittable shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Appendix A**.
 - 5.2. Support. The Order Form sets forth the designated levels of support ("**Support Services**"), including the Fees payable by Customer for the levels of Support Services. Submittable shall provide the Support Services in material accordance with the Order Form.
6. Security and Privacy.
 - 6.1. Submittable Security and Privacy Obligations. Customer, as data controller, grants to Submittable the right to process, transmit, store, use, or disclose Customer Data to the extent necessary to provide the Services to Customer and as otherwise expressly set forth in this TOS. In the performance of the Services, Submittable shall comply with the DPA.
 - 6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) the security and use of Customer's and its Authorized Users' access credentials; (iv) all access to and use of the Services directly or indirectly by or through the Customer systems or its Authorized Users' access credentials; and (v) obtaining any applicable consents required by law from Authorized Users, End Users, or other individuals for Submittable to process Customer Data and End User Data.
 - 6.3. Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the

Services and any Professional Services; and (ii) control the content and use of Customer Data under Customer's control.

7. Fees and Payment.

- 7.1. Fees. Customer shall pay Submittable the fees set forth in the Order Form ("**Fees**").
- 7.2. Payment. Submittable shall bill Customer by invoice. Customer shall pay all Fees on or prior to the due date(s) and on the terms set forth in the Order Form and in the applicable invoice. Customer shall make all payments in US dollars by payment method as agreed upon by the Parties. Customer shall make payments to the address or account specified in the Order Form or such other address or account as Submittable may specify in writing from time to time.
- 7.3. Late Payment. If Customer fails to make any payment under this TOS when due then, in addition to all other remedies that may be available:

7.3.1. if such failure continues for ten (10) days following written notice, Submittable may suspend performance of the Services until all past due amounts and interest have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

- 7.4. Payment Disputes. Customer shall notify Submittable in writing of any dispute with any payment request, along with substantiating documentation, within a reasonable time from the date of the payment request.

8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Customer Data is the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this TOS. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this TOS, including to make required court filings. On the expiration or termination of the TOS, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, if requested by the disclosing Party, certify in writing to the disclosing Party that such Confidential Information has been destroyed. The parties incorporate by reference the whistleblower notice found in the Federal Defend Trade Secrets Act of 2016. See 18 U.S.C. § 1833(b).

9. Intellectual Property Ownership: Feedback.

- 9.1. Submittable IP. Customer acknowledges that, as between Customer and Submittable, Submittable owns all right, title, and interest in and to Submittable IP and, with respect to Third-Party Materials, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials. Submittable reserves all rights not expressly granted to Customer in this TOS. Except for the limited rights and licenses expressly granted under this TOS, nothing in this TOS grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to Submittable IP.
- 9.2. Customer Data. Submittable acknowledges that, as between Submittable and Customer, Customer owns all right, title, and interest in and to the Customer Data. Customer hereby grants to Submittable a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data as may be necessary for Submittable to provide the Services to Customer.
- 9.3. Feedback. Customer grants to Submittable a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Services. All such feedback is provided "as is" without warranty of any kind.

9.4. Email Identifiers. Customer agrees that the Services may send automated emails to actual or potential End Users or Authorized Users. For example, the Services may send an automated email acknowledging an End User submission. For every such email, Customer acknowledges and agrees that Submittable may (i) add information and graphics that identify Submittable as the sender of the email; and (ii) add information and graphics that identify Customer. A redacted example of such an email is found at **Appendix C**.

10. Representations and Warranties.

10.1. Submittable Representations, Warranties, and Covenants. Submittable represents, warrants, and covenants to Customer that Submittable will perform the Services and Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this TOS. During the Term of this TOS, Submittable represents and warrants to Customer that (i) the Services will comply with the material functionality described in the Documentation, this TOS, and the Order Form and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; and (ii) the Professional Services will be in material conformity with all requirements or specifications stated in any applicable statement of work. Customer must promptly provide Submittable with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Submittable of the deficiency in the Services).

10.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, TO THE MAXIMUM EXTENT PROVIDED BY LAW, ALL SERVICES AND SUBMITTABLE IP ARE PROVIDED "AS IS." SUBMITTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SUBMITTABLE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR SUBMITTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

10.3. Customer Representations and Warranties. Customer represents, warrants, and covenants to Submittable that (i) Customer Data provided by Customer will not infringe, misappropriate, or otherwise violate any rights of any third-party, or violate any applicable law or other personal or proprietary right; and (ii) Customer owns all Customer Data or has obtained all permissions, releases, rights, or licenses required to use Customer Data to engage in Customer's posting and other activities (and allow Submittable to perform its obligations) in connection with the Services without obtaining any further releases or consents.

10.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this TOS; (iii) the execution of this TOS by its representative whose signature is set forth at the end of this TOS has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this TOS will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11. Indemnification.

11.1. Submittable Indemnification.

11.1.1. In addition to the terms of indemnification in the attached Agreement, Submittable shall also indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that (i) the Services, or any use of the Services in accordance with this TOS, infringes or misappropriates such third-party's US intellectual property rights; (ii) result from allegation of facts that, if true, would constitute Submittable's breach of any of its representations, warranties, covenants, or obligations under this TOS; or (iii) result from negligence or more culpable act or omission (including recklessness or willful misconduct) by Submittable in connection with this TOS.

11.1.2. If an infringement claim is made or appears possible, Customer agrees to permit Submittable,

at Submittable's sole discretion, to (A) modify or replace the Services, or component or part of the Services, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Submittable determines that neither alternative is reasonably available, Submittable may terminate this TOS, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

- 11.1.3. This Section 11.1 will not apply to the extent that the alleged claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (B) modifications to the Services not made by Submittable; (C) Customer Data (except for Losses accrued due to Submittable's action or inaction related to Customer Data); or (D) Third-Party Materials.

12. Term and Termination.

- 12.1. Termination. In addition to any other express termination right set forth in this TOS:

- 12.1.1. Submittable may terminate this TOS, effective on written notice to Customer, if Customer fails to pay any Fees, and such failure continues more than twenty (20) days after Submittable's delivery of written notice to Customer;
- 12.1.2. Customer may terminate this TOS at any time, effective on written notice to Submittable;
- 12.1.3. Except as provided in subsection 14.3.1, either Party may terminate this TOS, effective on written notice to the other Party, if the other Party materially breaches this TOS, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and
- 12.1.4. Either Party may terminate this TOS, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 12.2. Effect of Expiration or Termination. Upon expiration or termination of this TOS, Customer shall immediately discontinue use of the Services and Submittable IP, and Customer shall delete, destroy, or return all copies of Submittable IP and, upon Submittable's request, certify in writing to Submittable that Submittable IP has been deleted or destroyed.

- 12.3. Survival. The sections dealing intellectual property, and any right or obligation of the Parties in this TOS which, by its express terms, nature, or context is intended to survive termination or expiration of this TOS, shall continue indefinitely and shall survive any termination or expiration of this TOS.

- 12.4. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

Appendix A SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the TOS. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. **Additional Definitions.**

“**Error**” means a singular failure of the Services to perform in substantial conformity with the Documentation.

“**Incident**” means a support request that begins when Customer contacts Submittable to report an Error and ends when Submittable Resolves the Error.

“**Resolve**” means the provision of: (a) services that, in Submittable’s reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; or (c) information to Customer on how to obtain a solution that corrects the Error.

“**Response Time**” means the time period for Submittable to acknowledge the submission of an Incident. Such period will commence on submission of the Incident and conclude upon first response by Submittable.

“**Severity Level 1**” means any Error causing the Services not to operate and has a critical impact on Customer’s business operations.

“**Severity Level 2**” means any Error causing a lack of Services functionality and materially degrades significant aspects of Customer’s business operations.

“**Severity Level 3**” means any Error that impairs the performance of the Services but does not substantially affect Customer’s business operations.

“**Severity Level 4**” means any Error that does not qualify as Severity Level 1, 2, or 3.

“**Target Resolution Time**” means the target time period for Submittable to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Incident, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer’s input or responses to Submittable’s requests regarding the Error.

2. **Incident Response Time.** During the Term of the TOS, Submittable shall use best efforts to respond to and Resolve any Incidents in accordance with the following timeframes:

PRIORITY LEVEL	RESPONSE TIME	TARGET UPDATE INTERVAL	TARGET RESOLUTION TIME
Severity Level 1	One (1) hour	Two (2) hours	Twenty-four (24) hours
Severity Level 2	Two (2) hours	Four (4) hours	Forty-eight (48) hours
Severity Level 3	Four (4) hours	Three (3) days	Seven (7) days
Severity Level 4	Twenty-four (24) hours	Seven (7) days	Next maintenance release

3. **Computation of Time.** For Severity Level 1 and 2, hours and days shall be determined on a 24 x 7 x 365 basis. For all other requests, hours and days shall be determined on a 24 x 5 basis, excluding holidays observed by Submittable.

4. **Workaround.** If Submittable Resolves an Error by providing a workaround or other temporary fix, Submittable will use commercially reasonable efforts to determine a permanent resolution to the Error described in the Incident.

5. **Scheduled Downtime.** Submittable will provide at least eight (8) hours of notice before implementing any scheduled downtime when Services will not be available.

6. **Uptime Percentage.** Submittable shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be at or greater than ninety-nine percent (99%).

7. **Exceptions.** Submittable has no obligation to Resolve Errors to the extent such Errors arise out of or result from any of the following: (1) any operation or use of, or other activity relating to, the Services by Customer other than as specified in the Documentation, including any incorporation in the Services of, or combination, operation or use of the

Services in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted in writing by Submittable; (3) any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the TOS or this SLA; (4) Customer's operation of, or access to, Customer or a third-party's system or network; or (5) any Force Majeure event.

8. Customer Obligations. Customer shall promptly notify Submittable of any Error and provide Submittable with reasonable detail of the nature and circumstances of the Error. Customer shall provide Submittable with all information reasonably requested by Submittable from time to time relating to Customer's use of the Services, including information on Customer's hardware, network, and systems.

Appendix B DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “DPA”) sets out the additional terms, requirements, and conditions for which Submittable will obtain, handle, process, disclose, transfer, or store Personal Information when providing Services under the TOS to the extent required by Privacy and Data Protection Requirements. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Terms not otherwise defined shall have the meanings set forth in the applicable Privacy and Data Protection Requirements. Except as modified below, the terms of the TOS shall remain in full force and effect. The Parties agree to the terms and conditions of this DPA only to the extent required by Privacy and Data Protection Requirements. Notwithstanding anything to the contrary contained herein, the Framework Agreement attached hereto shall take precedence and control over the terms of this and any other term in this Exhibit or any attachment thereto. The City shall not be obligated to comply with any term, policy, or law that conflicts with what is stated in the main body of the Framework Agreement, which includes but is not limited to, any foreign data terms, any other state law, foreign law, or anything required by the GDPR that conflicts with federal, Colorado, or local law.

1. Additional Definitions.

“**Affiliate**” means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with either Customer or Submittable as the case may be.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Privacy and Data Protection Requirements, and (b) is permitted to use the Services pursuant to the TOS, but has not signed its own Order Form and is not a “Customer” as defined under the TOS.

“**Business**” has the same meaning given to the term in the CCPA.

“**Business Purpose**” means the Services described in the TOS. “Controller” has the same meaning given to the term in the GDPR.

“**Data Subject**” means an individual who is the subject of Personal Information.

“**Personal Information**” means any information Submittable Processes on behalf of Customer under or in connection with the TOS that identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Submittable’s possession or control.

“**Privacy and Data Protection Requirements**” means, only to the extent applicable, the Gramm-Leach-Bliley Act (“**GLBA**”); the EU Data Protection Directive 95/46/EC (the “**Directive**”), EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union; the UK Data Protection Act of 2018 and the UK General Data Protection Regulation; the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations (“**FERPA**”); the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 and its implementing regulations (“**HIPAA**”); the Payment Card Industry Data Security Standards (“**PCI-DSS**”); and the California Consumer Privacy Act of 2018 and its implementing regulations (“**CCPA**”).

“**Processing, Processes, or Process**” means any activity performed on Personal Information including collecting, obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data.

“**Processor**” has the same meaning given to the term in the GDPR.

“**Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss of, alteration, or unauthorized access, disclosure, or acquisition of Personal Information transmitted, stored, or otherwise Processed.

“**Service Provider**” has the same meaning given to the term in the CCPA.

“**Standard Contractual Clauses**” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended from time to time.

“**Sub-processor**” means any third-party engaged by Submittable, or by a Submittable Sub-processor to Process Personal Information under the Services.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

“**UK Standard Contractual Clauses**” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. Personal Information Types; Processing Purposes; General Obligations.
 - 2.1. Submittable shall comply with all Privacy and Data Protection Requirements applicable to Submittable’s provision of the Services, including as a Processor under the GDPR and Service Provider under the CCPA.
 - 2.2. Customer shall comply with all Privacy and Data Protection Requirements applicable to Customer’s use of the Services, Customer’s transfer of Personal Information to Submittable, and for the Processing instructions it gives to Submittable. As the Business and Controller of Personal Information, Customer shall have sole responsibility for the accuracy, quality, and legality of such instructions pertaining to Personal Information collected and stored in regards to all End Users and the means by which Customer acquires Personal Information, including any applicable requirement to provide notice to Data Subjects of the use of Submittable as a Processor.
 - 2.3. Appendix 1 describes the general categories, subject-matter, duration, nature, purpose, type, and categories of Processing, the types of Personal Information involved in the Processing, and the Data Subject types Submittable may use or Process to fulfill the Business Purpose.
3. Submittable’s Obligations.
 - 3.1. Submittable will only Process the Personal Information to the extent, and in such a manner, as is necessary:
 - 3.1.1. for the Business Purpose and in accordance with Customer’s reasonable and lawful written instructions, where such instructions are consistent with the terms of the TOS and this DPA;
 - 3.1.2. to respond to a Data Subject Request when exercising his or her rights under the GDPR, CCPA, or other Privacy and Data Protection Requirements that grant similar rights as permitted by this DPA;
 - 3.1.3. to comply with applicable law; or
 - 3.1.4. as authorized in writing or appropriate electronic consent by Customer or the Data Subject.
 - 3.2. Submittable will reasonably assist Customer with meeting Customer’s compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature and scope of the Processing and the Personal Information available to Submittable.
4. Submittable’s Employees. Submittable will limit Personal Information access to personnel who require Personal Information access to meet Submittable’s obligations under this DPA and the TOS. Submittable will ensure that all employees: (1) are informed of the Personal Information’s confidential nature and use restrictions; and (2) are subject to a contractual or statutory obligation of confidentiality.
5. Sub-processors.
 - 5.1. Submittable may only use a Sub-processor to Process Personal Information if:
 - 5.1.1. Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processor; and
 - 5.1.2. Submittable remains liable for breaches of this DPA caused by its Sub-processor’s acts and omissions.
 - 5.2. Customer grants Submittable the general written authorization to engage all the Sub-processors found at <https://submittable.com/subprocessors>. Customer agrees and acknowledges Submittable’s current Sub-processors are authorized to Process Personal Information as set forth in this DPA. Submittable shall update the list of Sub-processors with the identities of those Sub-processors and their country of location on its website at: <https://www.submittable.com/subprocessors> (“**Updated Sub-processor List**”).
 - 5.3. Customer may object to Submittable’s use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is added to the Updated Sub-processor List, provided Customer’s objection is based on a commercially reasonable and objective belief that such Sub-processor is not qualified to Process Personal Information. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within sixty (60) days if another Sub-processor is

available for performing the objected to Sub-processors' duties. In the interim, provided Customer refuses to allow such new objected to Sub-processor to Process Personal Information, or if Submittable is unable to make available another Sub-processor, either Party may terminate the applicable Order Form in part or entirely by providing written notice to the other Party.

6. Authorized Affiliates.

- 6.1. All access to and use of the Services by Authorized Affiliates must comply with the TOS and this DPA, and any violation of the TOS or this DPA by an Authorized Affiliate shall be deemed a violation by Customer.
- 6.2. Where an Authorized Affiliate becomes subject to this DPA with Submittable, it shall, to the extent required under applicable Privacy and Data Protection Requirements, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
 - 6.2.1. except where applicable Privacy and Data Protection Requirements require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the Parties agree that (i) Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate; and (ii) Customer shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together; and
 - 6.2.2. Customer shall, when carrying out any audit of the procedures relevant to the protection of Personal Information, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

7. Security.

- 7.1. Submittable shall implement appropriate administrative, physical and technical safeguards and measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, disclosure, loss, misuse, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, disclosure, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix 2. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete.
- 7.2. All electronic transmission of Personal Information by a Party shall be performed in a secure and encrypted manner. All data transmissions between the Parties shall include detailed audit logs of all Personal Information transfer events.

8. Security Breaches and Personal Information Loss.

- 8.1. Submittable will promptly notify Customer if it becomes aware of a Security Breach.
- 8.2. Immediately following any Security Breach, the Parties will coordinate with each other to investigate the matter. Submittable will reasonably cooperate with Customer in Customer's handling of the matter, including:
 - 8.2.1. taking such appropriate actions as may be necessary to preserve forensic evidence and to limit, stop, or otherwise remedy the Security Breach;
 - 8.2.2. assisting with the investigation; and
 - 8.2.3. making available relevant information, records, data reporting, and other materials required to comply with Privacy and Data Protection Requirements. All information provided to Customer under this Section may be redacted or compiled in a new format as reasonably necessary to minimize any risk to, or compromise of, Submittable's security or the confidentiality of any third-party confidential information, provided that such removal or compilation in a new format does not prevent Customer from understanding the substance of the materials.
- 8.3. Unless applicable law requires otherwise, or any notice which Submittable deems necessary or appropriate and which does not include any reference to Customer, Submittable agrees that Customer has the sole right to determine: (1) whether to provide notice of the Security Breach to any Data Subjects, regulators, Supervisory Authority, law enforcement agencies, or others, as required by applicable law or in Customer's discretion, including the contents and delivery method of the notice; and (2) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

- 8.4. Subject to any limitations in the TOS, Submittable will cover all reasonable expenses associated with the performance of the obligations under Section 9.2 and Section 9.3, unless the matter arose from (a) Customer's specific instructions; (b) any negligence, willful default, or breach of this DPA or the TOS by Customer, or any employee, agent, contractor, representative, or Authorized Affiliate of Customer; (c) any breach or unauthorized access of the system, server(s), network(s), website(s), information, data, or records of Customer which were not in the possession or control of Submittable or its Sub-processors; or (d) any Security Breach which originated with, was caused by, or resulted from any Customer owned and operated server, website, system, software, or network, which were not the result of any actions or inactions of Submittable or its Sub-processors, which in any of the foregoing cases Customer will cover all reasonable expenses.
- 8.5. In the event of a Security Breach, each Party shall use reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party.
9. Cross-Border Transfers of Personal Information.
- 9.1. For purposes of the GDPR, the Parties acknowledge and agree that with regard to the Processing of Personal Information, Customer is the Controller and Submittable is a Processor.
- 9.2. If the Privacy and Data Protection Requirements restrict cross-border Personal Information transfers, Customer will only transfer or cause to be transferred that Personal Information to Submittable under the following conditions:
- 9.2.1. Submittable, either through its location or participation in a valid cross-border transfer mechanism under the Privacy and Data Protection Requirements, may legally receive that Personal Information;
- 9.2.2. Customer obtained valid Data Subject consent to the transfer under the Privacy and Data Protection Requirements; or
- 9.2.3. the transfer otherwise complies with the Privacy and Data Protection Requirements.
- 9.3. Transfers out of the EEA or Switzerland. By signing this DPA, the Parties conclude Module 2 (controller-to-processor) of the Standard Contractual Clauses for personal data that is transferred outside of the EEA or Switzerland, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the optional docking clause in Clause 7 is implemented; Clause 9(a) Option 1 is struck and Option 2 is kept; in Clause 11 the optional language is struck; in Clause 17 and 18, the Governing law and the competent courts are those of the data exporter; Annex 1, 2, and 3 to Module 2 of the Standard Contractual Clauses are Appendix 1 to this DPA.
- 9.4. Transfers out of the United Kingdom. By signing this DPA, the Parties conclude the UK Standard Contractual Clauses for Personal Data that is transferred outside of the United Kingdom, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the governing law in Clause 9 and Clause 11.3 of the UK Standard Contractual Clauses is the law of England and Wales; Appendix 1 to this DPA contain the information for Appendix 1 to the UK Standard Contractual Clauses, respectively; and the optional indemnification clause is struck. In addition, the following changes apply: (i) references to Data Protection Law are replaced with references to applicable UK data protection law, (ii) references to the EU or Member States are replaced with references to the United Kingdom, (iii) references to EU authorities are replaced with references to the competent UK authorities.
- 9.5. Subject to the terms of this DPA, Submittable makes available the transfer mechanisms listed on Appendix 1 to any transfers of Personal Information under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries or territories which do not ensure an adequate level of data protection within the meaning of Privacy and Data Protection Requirements of the foregoing territories, to the extent such transfers are subject to such Privacy and Data Protection Requirements.
- 9.6. The Standard Contractual Clauses and the additional terms specified in this Section apply to (a) the legal entity that has executed the Standard Contractual Clauses as a data exporter; and (b) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom, which have signed Order Form(s) for the Services. For the purpose of the Standard Contractual Clauses and this Section, the aforementioned entities shall be deemed "data exporters".
- 9.7. This DPA and the TOS are Customer's instructions at the time of signature of the TOS to Submittable for the Processing of Personal Information.

- 9.8. The Parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer where such request is based on legitimate business reasons.
10. Complaints, Data Subject Requests, and Third Party Rights.
- 10.1. Submittable shall, to the extent legally permitted, promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information Processing or to either Party's compliance with the Privacy and Data Protection Requirements.
- 10.2. Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise one or more of its rights under the Privacy and Data Protection Requirements for which Submittable is a Processor ("**Data Subject Request**"). Customer is fully responsible for responding to Data Subject Requests. Taking into account the nature of the Processing, Submittable shall assist Customer by providing measures, insofar as is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Privacy and Data Protection Requirements. In addition, to the extent Customer, in its use of the Services, directs Submittable to respond to a Data Subject Request, Submittable shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in doing so, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Privacy and Data Protection Requirements. If Submittable will incur costs beyond those associated with routine business or technical processes, Customer agrees to pay such costs.
- 10.3. Submittable shall not disclose Personal Information to any Data Subject or to a third-party unless the disclosure is either at Customer's request or instruction, permitted by this DPA or is otherwise required by law.
- 10.4. If a law requires Submittable to Process or disclose Personal Information, Submittable must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
11. Records.
- 11.1. Submittable will keep accurate records regarding any Processing of Personal Information, including but not limited to, the access, control, and security of the Personal Information, approved Sub-processors, the Processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the "**Records**").
- 11.2. Submittable shall annually cause a reputable independent third-party audit firm to conduct SOC 2 audits of Submittable ("**Submittable Audit Report**"). The Submittable Audit Report will address the control procedures used by Submittable at the Services locations. Upon Customer's advance written request, and no more frequently than once per 12-month period, Submittable will provide Customer with access, on a confidential need-to-know basis, a redacted version of the Submittable Audit Report so that Customer can reasonably verify Submittable's compliance with its security obligations under the TOS or this DPA. Submittable will make good faith, commercially reasonable efforts to promptly remediate: (1) any errors identified in a Submittable Audit Report that could reasonably be expected to have an adverse impact on Customer's use of the Services as set forth in the TOS; and (2) material deficiencies identified in a Submittable Audit Report. During the Term, unless a Security Breach has occurred, Customer agrees that the Submittable Audit Report shall constitute sufficient assurance regarding the adequacy of Submittable's data security and data privacy controls.
- 11.3. The Parties agree that the audits described in the Standard Contractual Clauses and the UK Standard Contractual Clauses shall be carried out in accordance with the following specifications:
- 11.3.1. upon Customer's reasonable request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA;
- 11.3.2. following any notice by Submittable to Customer of a Security Breach or unauthorized disclosure of Personal Information, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Information under this DPA, or if

such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notice" Section of this DPA to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Information;

- 11.3.3. any such request shall occur no more than once annually, unless the audit is required by applicable law or a Supervisory Authority;
- 11.3.4. each Party shall bear its own audit costs and expenses;
- 11.3.5. before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit; and
- 11.3.6. Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

12. Scope Modifications. In the event a Party's compliance with Privacy and Data Protection Requirements requires the imposition of different or additional contractual obligations under this DPA, both Parties shall in good faith seek to amend this DPA in order to address the requirements under Privacy and Data Protection Requirements. In the event the Parties fail to reach an agreement on an amendment to this DPA, Submittable may unilaterally amend this DPA to conform to the minimum additional requirements imposed by any Privacy and Data Protection Requirement without notice to Customer and without Customer's consent.

13. Term and Termination.

- 13.1. This DPA will remain in full force and effect so long as: (1) the TOS remains in effect; or (2) Submittable retains any Personal Information related to the TOS in its possession or control (the "DPA Term").
- 13.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the TOS or this DPA in order to protect Personal Information will remain in full force and effect.

14. Data Return and Destruction.

- 14.1. During the TOS Term and for thirty (30) days after, at Customer's request, and as applicable law allows, Submittable shall allow Customer to download from the Services all or part of Customer's Personal Information in its possession or control.
- 14.2. Subject to the preceding paragraph, on termination of the TOS for any reason or expiration of its Term, Submittable will destroy or, if directed in writing by Customer, return and not retain, all or any Personal Information related to the TOS in its possession or control, except for one (1) copy that it may retain offline in backup storage for only the period of time required by tax, audit, compliance, or other legally mandated functions, and for which Submittable has obtained an appropriate electronic consent by the End User who owns the Personal Information allowing Submittable to retain such Personal Information.
- 14.3. If any law, regulation, or government or regulatory body requires Submittable to retain any documents or materials that Submittable would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Submittable may only use this retained Personal Information for the required retention reason or audit purposes.
- 14.4. On written request, Submittable will certify in writing that it has logically destroyed the Personal Information within thirty (30) after it completes its destruction obligations under this DPA.

Personal Information Processing Purposes and Details

1. LIST OF PARTIES

1.1. Data exporter:

- Name: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Address: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Contact person's name, position and contact details: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Controller

1.2. Data importer:

- Name: Submittable Holdings, Inc.
- Address: 101 E. Front St, Suite #500, Missoula, MT 59802
- Joe Silver, CFO: +1 (406) 578-1071; privacy@submittable.com
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Processor

2. DESCRIPTION OF TRANSFER

2.1. Categories of Data Subjects whose Personal Data is transferred: Customer, Customer's Authorized Affiliates, Customer's Authorized Users, and End Users

2.2. Categories of Personal Data transferred:

- First and last name
- Contact information (email, phone, physical address)
- ID data, including, but not limited to, data imported by the End User or Authorized User which may include first name, last name, email address, and the data importer's chosen password
- Professional life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customers' call for submissions through Submittable's platform
- Personal life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customer's call for submissions through Submittable's platform
- Connection data including IP addresses associated with logins
- Personal Information which may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life
- Metadata about data submitted
- Additionally, an End User or Authorized User may submit special categories of data to the Services, the extent of which is determined and controlled by the data importer in its sole discretion
- Any other data as directed by Customer

2.3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record

of access to the data, restrictions for onward transfers or additional security measures: [Complete if applicable]

- 2.4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous
- 2.5. Nature of the Processing: The subject matter of the data processing, including the processing operations carried out by Submittable on behalf of Customer and Customer's data processing instructions for Submittable, will be described in the TOS and each Order Form.
- 2.6. Purpose(s) of the data transfer and further Processing: to provide the Services pursuant to the TOS
- 2.7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Duration of Customer's engagement of Submittable and until all Personal Information is deleted or returned to Customer
- 2.8. For transfers to Sub-processors, the subject matter, nature and duration of the Processing: to provide the Services pursuant to the TOS

3. COMPETENT SUPERVISORY AUTHORITY

- 3.1. As determined by Customer

Security Measures

1. ORGANIZATIONAL MEASURES.

- 1.1. Submittable has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- 1.2. Submittable personnel with access to Personal Information are subject to confidentiality obligations.
- 1.3. Submittable has performed a risk assessment before Processing Personal Information.
- 1.4. Submittable has implemented and will maintain an information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information systems operated by Submittable and its Subcontractors.
- 1.5. Submittable has implemented and will maintain information security policies that define requirements for acceptable use, access control, application, and system development, passwords, remote access, information classification, operational security, workstation security, network security, media handling and disposal, mobile computing, and physical security.
- 1.6. Submittable has implemented and will maintain a governance framework with supporting risk management policies that enables risk identification, analysis, and mitigation.
- 1.7. Submittable conducts data security training upon hiring and annually for all employees.

2. PHYSICAL ACCESS CONTROLS

- 2.1. Entries for secure areas are controlled by security personnel, identification badges, and/or electronic key cards.
- 2.2. All physical access is logged.
- 2.3. Physical access logs are reviewed quarterly for unusual activity.

3. SYSTEM ACCESS CONTROLS.

- 3.1. System access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- 3.2. System access is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- 3.3. Management conducts quarterly review of accounts, system access, and permission levels.

4. DATAACCESS CONTROLS

- 4.1. Data access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- 4.2. Data access, including access to Personal Information, is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- 4.3. Management reviews access to Personal Information, on a monthly basis.
- 4.4. Submittable uses industry standard practices to identify and authenticate users who attempt to access information systems.
- 4.5. Submittable employees may not store Personal Information on a personally owned device.
- 4.6. Submittable classifies Personal Information to allow for appropriate access restrictions.
- 4.7. Submittable has implemented an anti-virus solution that shall be kept up to date to protect against viruses and other malicious code.
- 4.8. Submittable maintains a policy for recording Security Breaches where such records include a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.

5. TRANSMISSION CONTROLS

- 5.1. All databases can only be accessed by Submittable's private subnet.

5.2. Customers and End Users access Submittable accounts over HTTPS.

6. DATA BACKUPS

- 6.1. All production databases are housed in Amazon Web Services RDS (Relational Database Services) and Azure Database.
- 6.2. Automated daily backups are enabled on all database instances.
- 6.3. Encryption is enabled on all databases.
- 6.4. Retention time for database backups is set to the maximum allowable.
- 6.5. Only database administrators have access to initiate backups or restores.
- 6.6. Only database administrators may modify backup or restoration configurations.
- 6.7. Submittable retains its security documents pursuant to its retention requirements after they are no longer in effect.

7. DATA SEGREGATION

- 7.1. All data is stored in a multi-tenant relational database with logical separations.
- 7.2. Tenant data is separated using foreign keys and application logic.

8. ADDITIONAL GENERAL SAFEGUARDS

- 8.1. Submittable does not store any Personal Information on removable devices or removable media.
- 8.2. All Personal Information is encrypted while being transmitted between networks (including e-mail), whether public or private.
- 8.3. All backups of Personal Information is encrypted.
- 8.4. Software firewalls are installed on all laptops and other devices containing Personal Information if connected to public networks or unsecure private networks.
- 8.5. Background checks are performed on all newly hired personnel and Subcontractors with access to Personal Information.
- 8.6. Prior to loading any Personal Information onto any application that is Internet facing, application vulnerability testing is performed and any findings are appropriately remediated.
- 8.7. Security tools required by this DPA, such as encryption tools, are monitored to determine whether they are installed, updated, and active.
- 8.8. Security-related patches are applied in a timely manner in relation to the criticality of the patch, but not later than 10 days after the date such patches become available to Licensor for critical patches and 30 days for other patches.

9. ADDITIONAL SAFEGUARDS THAT APPLY TO LAPTOPS ACCESSING PERSONAL INFORMATION.

- 9.1. Anti-virus and anti-spyware software are installed and are updated in a timely manner (but not less than weekly).
- 9.2. All data stored on a laptop are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 9.3. Laptops are physically secured when unattended.
- 9.4. All laptops use a standard configuration that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the user's password to unlock the laptop.
- 9.5. Laptops use log-in passwords that are at least 8 characters in length.
- 9.6. Laptops lock out after not more than 10 invalid login attempts.
- 9.7. Users do not share passwords required to log in to laptops with unauthorized users of the laptops.

10. ADDITIONAL SAFEGUARDS THAT APPLY TO ALL OTHER DEVICES.

- 10.1. Devices with access to Personal Information require the use of a password/PIN to unlock the device.

- 10.2. Devices with access to Personal Information lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to unlock the device.
- 10.3. Submittable owned devices are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 10.4. Users do not share passwords/PINs for any device used to access Personal Information.

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Appendix C
EXAMPLE AUTOMATED EMAIL