

NINTH AMENDATORY AGREEMENT

THIS NINTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RISKONNECT CLEARSIGHT LLC**, a Delaware limited liability company, whose address is 380 Interstate North Parkway SE, Suite 400, Atlanta, GA 30339 (the “Vendor” or the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 01, 2013, and Amendatory Agreement on April 14, 2015, a Second Amendatory Agreement on January 14, 2016, a Third Amendatory Agreement on March 31, 2016, a Fourth Amendatory Agreement on December 19, 2016, a Fifth Amendatory Agreement dated October 11, 2018, a Sixth Amendatory Agreement dated May 17, 2019, a Seventh Amendatory Agreement dated November 5, 2019, and an Eighth Amendatory Agreement dated December 4, 2020, for SaaS licensing, maintenance, services and support for STARST[™] software, including Federal Medicare reporting (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

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 and amend the Agreement as follows:

1. Article 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**4. TERM:** The term of the Agreement (“Term”) shall commence on November 1, 2013, and expire, unless sooner terminated, on December 31, 2030.”

2. Article 5(A) of the Agreement, titled “**Fee**,” is amended to read as follows:

“**A.** The City shall pay the Contractor, and the Contractor shall accept, as full and complete compensation for the Licensed Software and Services provided and all costs incurred under this Agreement, the fees set forth in the attached Exhibits. Invoiced amounts shall not exceed the rates specified in the Exhibits and shall be paid in accordance with any agreed-upon payment milestones.”

3. Article 5(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Four Million Four Hundred Sixty-Seven Thousand Six Hundred Twenty-Six Dollars (\$4,467,626.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Article 8 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“**8. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books,

documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require 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."

5. Article 24 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

"**24. 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."

6. Effective upon execution of this Ninth Amendatory Agreement, a new Article 45, titled "**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**," is hereby added to the Agreement and shall read as follows:

"**45. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Contractor maintains an ongoing accessibility program, including annual third-party accessibility auditing, a Voluntary product Accessibility Template (VPAT), and a prioritized remediation roadmap to support the requirements of §§ 24-85-101, et seq., C.R.S., the Accessibility Standards for Individuals with a Disability pursuant to § 24-85-103(2.5), C.R.S., and WCAG Level AA (collectively, "Accessibility Standards"). The Contractor shall: (i) upon City's written request provide the City with a written summary of current accessibility status and compliance roadmap to address any known gaps; (ii) use commercially reasonable efforts to continuously address accessibility needs in accordance with the Contractor's product release cycle and third-party verification to support compliance with Accessibility Standards; and (iii) use commercially reasonable efforts consistent with industry practice and the Contractor's product release cycle to prioritize and address any critical or high severity accessibility issues identified through the Contractor's standard accessibility audit process. Any information related to the Contractor's accessibility program and compliance roadmap shall be considered the Contractor's Confidential Information and subject to the confidentiality provisions herein. The Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents from and against all third-party claims, demands, lawsuits, administrative proceedings, damages, liabilities, losses, costs, and expenses (including reasonable

attorneys' fees and litigation costs) arising from or related to any failure of the Contractor's products or services to meet Accessibility Standards. For purposes of this Section, City employees are considered third parties. Notwithstanding the foregoing, the Contractor's obligations under this Section shall be limited by constraints present in the Salesforce.com platform or other third-party applications embedded within the Licensed Software, and shall not apply where the claim is based on: (i) modifications made by the City to the Licensed Software or any component thereof other than what is anticipated under this Agreement; (ii) use of any Licensed Software in combination with a product not supplied by the Contractor; (iii) use of the Licensed Software other than in accordance with this Agreement; or (iv) use of a version of the Licensed Software other than the most recent version or release provided to the City by the Contractor."

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

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

9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Riskconnect Subscription Order No. 08.

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Contract Control Number: TECH-202581391-09 / 201311634-09
Contractor Name: RISKONNECT CLEARSIGHT LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECH-202581391-09 / 201311634-09
RISKONNECT CLEARSIGHT LLC

Signed by:
By: Peter Vlerick
99A77F93BDBA429...

Name: Peter Vlerick
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Riskconnect Subscription Order No. 08

This Subscription Order No. 08 (“**Order**”) is by and between **City and County of Denver** (“**Customer**”) and **Riskconnect ClearSight LLC** (“**Riskconnect**”) pursuant to the Software License and Services Agreement by and between the parties effective November 1, 2013 (“**Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Order is effective as of the later of the dates beneath the parties’ signatures below.

- 1. Subscription Term:** From December 31, 2025 to December 31, 2030 subject to the terms of the Agreement.
- 2. Subscriptions and Licenses:** Use of standard layouts, fields, and validations for modules is included without additional configuration assistance provided by Riskconnect, unless configuration assistance has been identified in an applicable SOW. Customer is responsible for all activity occurring under its user accounts.

City and County of Denver’s subscriptions and licenses are replaced in their entirety with the subscriptions as follows:

| Application Subscription Bundle | Annual Total |
|---|---------------------|
| ClearSight: Integrated Risk Management Services (IRMS) Bundle Includes: a. ClearSight Platform b. 15 Data Storage (per GB) c. 200 File Storage (per GB) d. 1 Admin Users e. 2 General/Full Users f. 50 Role Based User g. 3 Data Discovery: 1 Module h. Interview Entry i. Incident Intake j. Incident Management | \$200,000.00 |
| Riskconnect Service: Claims Admin Advanced Bundle Includes: a. Claims Admin Advanced b. Payment Processing c. Chargeback Allocation d. CMS e. FROI/SROI/SDI - All States f. State Forms - 5 States or Less g. Indemnity Benefits h. ODG Lost Time/ODG i. Reserve Guidelines j. ISO ClaimSearch k. OFAC Reporting l. OSHA Reporting m. Reserve Worksheet n. Payment Worksheet o. Medical Bill Review Import/Export p. IDM (Integrated Disability Management) q. WC Benchmarking Data Discovery r. Pharmacy Lookup s. First Notice Export | Included |
| Application Subscription Annual Fees | \$200,000.00 |

| Additional Application Subscriptions | Quantity | Discounted Annual Total |
|---|----------|-------------------------|
| Business Intelligence Solution | 1 | Included |
| Business Intelligence - Additional User | 5 | Included |
| Document Management System (DMS) | 1 | Included |
| AP Export | 1 | \$3,000.00 |
| Other - Import/Export | 1 | \$3,000.00 |
| Document Import - Ouchline Attachments | 2 | \$6,000.00 |
| Additional User Subscription Annual Fees | | \$12,000.00 |

| Data Subscription | Line Description | Annual Total |
|---|----------------------|--------------------|
| Ongoing Data - Daily | AIG (Airport) | \$7,500.00 |
| Ongoing Data - Daily | Workday | \$7,500.00 |
| Data Subscription Annual Fees | | \$15,000.00 |
| Customer Success Subscription | Line Description | Annual Total |
| Riskconnect Service: Annually recurring Customer Success Services Hours Bundle Includes: a. Customer Care Service Levels b. Ongoing Platform Upgrades c. Customer Success Management d. Warranty Support for Defects e. 166 Free Annual Customer Support Hours | 20% of Subscriptions | \$45,400.00 |
| Customer Success Subscription Annual Fees | | \$45,400.00 |
| Additional Licenses | Line Description | Annual Total |
| Dedicated SE Americas Hours | Remote Half Time | \$75,000.00 |
| Additional Licenses Annual Fees | | \$75,000.00 |
| Year One Annual Total Fees | | \$347,400.00 |
| Year Two Annual Total Fees | | \$354,348.00 |
| Year Three Annual Total Fees | | \$361,434.96 |
| Year Four Annual Total Fees | | \$376,036.93 |
| Subtotal for Five Year Term | | \$1,807,883.55 |
| <i>A contingency of \$192,116.45 has been added to the Contract Maximum Amount to allow for additional licenses, subscriptions, functionality or ad-hoc professional services. Five-year subtotal = \$1,807,883.55 + \$192,116.45 (contingency) = \$2,000,000 (Total Contract Amount)</i> | | \$2,000,000.00 |

3. Payment and Billing Terms: Riskconnect will invoice Customer for the amount due upon execution of this Order, and annually thereafter during the Subscription Term. Customer agrees to pay such invoices in accordance with the Agreement.