



LCPtracker, Inc.

Master Subscription Software as a Service License Agreement

THIS MASTER SUBSCRIPTION SOFTWARE AS A SERVICE LICENSE AGREEMENT ("**Agreement**") is entered into as of the date set out below (the "**Effective Date**") and governs the license and use of the Licensed Software Services (as defined below) and is entered into by and between LCPtracker, Inc., with a place of business located at 117 East Chapman, Orange, California 92866 ("**LCPtracker**") and CITY AND COUNTY OF DENVER, a quasi-municipal corporation of the State of Colorado with a place of business located at 201 W. Colfax Avenue, Denver, CO 80202 and its Affiliates ("**Client**", OR "City" together with LCPtracker the "**Parties**", and each a "**Party**").

1. DEFINITIONS.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"Aggregated Statistics" means data and information related to Client's and Users' use of the Licensed Software Services that is used by LCPtracker in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Licensed Software Services.

"Applicable Law" means all federal, state, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes as the same are promulgated, supplemented and or amended from time to time and as are, or may be, applicable to a Party's performance of its obligations under the Agreement, including any applicable law relating to the privacy or processing, protection, collection, use, disclosure or distributions of personally identifiable information or personally identifiable healthcare information about an individual as more particularly described in any such applicable law. Applicable Law includes, without limitation, the California Privacy Rights Act.

"Client Data" means all Client and User electronic data or information entered into any Licensed Software Services.

"Effective Date" means March 20, 2022.

"Documentation" means this Agreement and the online user guide (Administrator Manual or Contractor Manual as appropriate) for the Licensed Software Services, accessible via login at LCPtracker online, and updated from time to time.

"LCPtracker IP" means the Licensed Software Services, the Documentation, and any and all intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, LCPtracker IP includes Feedback and Aggregated Statistics, as provided herein.

"Licensed Product Schedule" means the documents for placing orders hereunder, substantially in the form of Exhibit 1 attached hereto, and made a part hereof, including any Licensed Product Services addenda thereto that are entered into between LCPtracker and Client or any Client Affiliates from time to time, including addenda and supplements thereto, all of which are made a part hereof and incorporated herein. By entering into a Licensed Product Schedule hereunder, a Client Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. In order to be effective a Licensed Product Schedule must be signed by both parties to the Licensed Product Schedule.

"Licensed Software Services" means any LCPtracker software as a service products and related services that are ordered by Client under a Licensed Product Schedule and made available by LCPtracker online via the Client login and/or other LCPtracker web pages or apps designated by LCPtracker, including associated offline components, as described in the Documentation. "Licensed Software Services" excludes non-LCPtracker applications or software of any kind.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**PII**” means information that is defined as personal or personally identifiable information under Applicable Law.

“**Subscription Fees**” means the fees payable for the Licensed Software Services that are chosen in the applicable Licensed Product Schedule.

“**Subscription Term**” means the applicable license term as set forth on the applicable Licensed Product Schedule for the Licensed Software Services.

“**Third-Party Products**” means any third-party products identified as third-party products in a Licensed Product Schedule or any third-party products that Client or a User uses to connect with our Licensed Software Services.

“**Users**” means persons who are authorized by Client to use the Licensed Software Services, for whom subscriptions to a Licensed Software Service have been ordered, and who have been supplied user identifications and passwords by Client or by Users. Client must ensure that Users not share their user identification or passwords and further protect them. Users may include but are not limited to Client and its Affiliates’ employees, consultants, contractors and agents and use is solely for the benefit of Client/User in connection with the project detailed in the Licensed Product Schedule and Client remains liable for any breach by any of the foregoing.

2. SUBSCRIPTION LICENSED SOFTWARE SERVICES

2.1. Provisions of Licensed Software Services. LCPtracker shall make the Licensed Software Services available to Client pursuant to this Agreement during the Subscription Term specified in the Licensed Product Schedule. Client agrees that Client’s license of Licensed Software Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by LCPtracker regarding future functionality or features. It is the Client and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods and to further periodically download back-ups of their data from the LCPtracker system following best practices for data governance.

2.2. Limitations. Licensed Software Services are licensed and not purchased. All rights not expressly granted herein are reserved by LCPtracker and/or its licensors and/or suppliers. Without limiting the generality of the preceding sentence, Client receives no rights and will not: (i) modify (except as expressly permitted under this Agreement or the applicable Licensed Product Schedule), port, translate, localize or create derivative works based on the Licensed Software Services, (ii) use, copy, rent, lease, market, distribute or sublicense the Licensed Software Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Licensed Software Services; (iv) disclose the results of benchmark or other performance test run on the Licensed software Services to any third party without LCPtracker’s prior written consent (which results are LCPtracker Confidential Information). This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of LCPtracker. Client will not remove, or allow to be removed, any LCPtracker copyright, trade secret or other proprietary rights notice from any LCPtracker product.

3. USE OF THE SERVICES. Client may permit any number of Users (unless otherwise set forth in the applicable Licensed Product Schedule) to use the Licensed Software Services for the purposes of uploading the appropriate data for Client’s use in accordance with the Licensed Product Schedule. Each User shall access and use the Licensed Software Services (i) in accordance with the terms of this Agreement and the applicable Licensed Product Schedule and Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Client shall (x) be responsible for the administration of User identifications and passwords and Users’ compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Licensed Software Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (y) use their best efforts to prevent unauthorized access to or use of the Licensed Software Services, and notify LCPtracker promptly of any such unauthorized access or use, and (z) use the Licensed Software Services only in accordance with the Documentation, Applicable Laws and government regulations. Client shall not (a) make the Licensed Software Services available to anyone other than Users, (b) sell, resell, rent or lease the Licensed Software Services, (c) use the Licensed Software Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Licensed Software Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Licensed

Software Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Licensed Software Services or their related systems or networks. Client is solely responsible for its and its Users' compliance with all Applicable Law in its use of the Licensed Software Services and LCPtracker shall have no liability for Client's or its Users' input of any data or implementation of the Licensed Software Services. Client's failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client. Client may not create information categories, Client forms, data elements or subject classifications within the Licensed Software Services, or use any information categories, data elements, Client forms, or subject classifications (including without prejudice to the generality of the foregoing, racial, disability or demographic information) for discriminatory purposes or other purposes not in compliance with Applicable Law. Client agrees that if LCPtracker is requested to leverage or analyze the Client Data in any way for Client, that Client warrants to LCPtracker that Client will use any such product in accordance with Applicable Law and the consents Client has procured. Client also agrees that in the event of a request to LCPtracker by Client to convert our LCPtracker certified payroll information into another format for Client's convenience or to comply with any of Client's contractual or administrative requirements, LCPtracker does so in order to facilitate Client's compliance but requires that Client confirms the accuracy of LCPtracker's use of a non-native submission protocol. Client further agrees that Client Data accepted by LCPtracker for bulk upload is accepted in order to facilitate Client needs and requirements and that Client will confirm the accuracy of this bulk upload integration into the LCPtracker system, and that Client further understands that bulk uploads are effective only as of the date of the upload(s). Client agrees to not directly send any PII by email or otherwise (to LCPtracker outside of the LCPtracker SaaS product offering) without written approval in writing from the Director of Client Services prior to sending.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1. Subscription Fees. Client shall pay all Subscription Fees specified in the applicable Licensed Product Schedule without offset or deduction. Except as otherwise specified herein or in the Licensed Product Schedule, Subscription Fees paid are non-refundable (except as expressly stated herein or a Licensed Product Schedule). Subscription Fees are based on the start date as set forth in the Licensed Product Schedule and shall continue for the Subscription Term set forth in the Licensed Product Schedule. Notwithstanding any other provision of the Agreement, the Client's maximum payment obligation for fees will not exceed EIGHT HUNDRED THIRTY-FIVETHOUSAND DOLLARS (\$835,000.00) (the "Maximum Contract Amount") Notwithstanding the foregoing, should Client wish to use the Services in excess of the estimate upon which the Maximum Contract Amount is based, LCPtracker may decline to provide such unless this Agreement is amended. The Client is not obligated to execute an Agreement or any amendments for any further services, including any services performed by LCPtracker beyond that specifically described in the Licensed Product Schedule. Any services performed beyond those in the Licensed Product Schedule are performed at LCPtracker's risk and without authorization under the Agreement. The Client's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver Client Council, paid into the Treasury of the Client, and encumbered for the purpose of the Agreement. The Client does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Client. LCPtracker shall provide the Client with a monthly invoice in a format and with a level of detail acceptable to the Client including all supporting documentation required by the Client. The Client's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.2. Invoicing and Payment. If required by Client, Client may provide LCPtracker with a valid purchase order or alternative document reasonably acceptable to LCPtracker, provided that no terms contained on Client's purchase order or alternative document will serve to modify the terms of this Agreement or the applicable Licensed Product Schedule. LCPtracker will invoice Client in advance and otherwise in accordance with the relevant Licensed Product Schedule. Unless otherwise stated in the Licensed Product Schedule, payment is due by check to the address listed above for LCPtracker within net 35 days from the date of an invoice. Client is responsible for providing complete and accurate billing and contact information to LCPtracker and notifying LCPtracker of any changes to such information.

4.3. Overdue Charges. If any charges are not received from Client by the due date, then at the discretion of the LCPtracker (a) such charges may accrue late interest at the rate consistent with the City's Prompt payment ordinance, from the date such payment was due until the date paid, and/or (b) LCPtracker may suspend Client's license to use the Licensed Software Services until payment is made in full in accordance with Section 4.4 below.

4.4. Suspension of Service and Acceleration. If any amount owing by Client under any Licensed Product Schedule or other agreement made under this Agreement for Licensed Software Services is thirty (30) or more days overdue, LCPtracker may, without limiting other rights and remedies, suspend services to Client until such amounts are paid in full. LCPtracker will give Client at least ten (10) business days' prior written notice that Client account is overdue, in accordance with Section 13.1 (Notices), before suspending the Licensed Software Services to Client.

4.4. Payment Disputes. If Client provides written notice to LCPtracker of a dispute with any portion or all of an invoice prior to the payment due date of such invoice, LCPtracker shall not exercise its rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) only as to the actual amount in dispute provided Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Client agrees to pay all undisputed amounts when due.

4.5. Taxes. Unless otherwise stated, Subscription Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes, if any, associated with Client purchases hereunder, other than those based on LCPtracker's income. If and when LCPtracker has the legal obligation to pay or collect Taxes for which Client are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides LCPtracker with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6. Auditing Rights and Required Records. Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. LCPtracker may, at its own expense, on reasonable prior notice, periodically inspect and audit Client's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Client has underpaid LCPtracker with respect to any amounts due and payable during the Term, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Agreement. Client shall pay for the costs of the audit if the audit determines that Client's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term and for a period of two years after the termination or expiration of this Agreement.

5. PROPRIETARY RIGHTS

5.1. License Grant and Reservation of Rights in Licensed Software Services. The Licensed Software Services are licensed and not sold to Client. LCPtracker has and retains all rights, title and interest in and to the Licensed Software Services. Client is granted a limited, revocable, non-transferable (except in accordance with this Agreement) and non-exclusive right to access and use the specified Licensed Software Services solely for the Client's internal business purposes, subject to the terms and conditions of this Agreement, the Documentation and the applicable Licensed Product Schedule for the applicable Subscription Term(s). Subject to the limited rights expressly granted hereunder, LCPtracker reserves all rights, title and interest in and to Licensed Software Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Client hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein.

5.2. Restrictions. In addition to the restrictions set forth in Section 3 above, Client shall not (i) permit any third party to access the Licensed Software Services except as permitted herein or in the applicable Licensed Product Schedule, (ii) create derivative works based on the Licensed Software Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Licensed Software Services, (iv) reverse engineer the Licensed Software Services, or (v) access the Licensed Software Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Licensed Software Services.

5.3. Additional Licenses and Affiliate Use. Client or Client Affiliates may, at additional cost, purchase additional licenses or LCPtracker products by entering into a new Licensed Product Schedule. Unless otherwise stated in the applicable Licensed Product Schedule, Client shall be and remain jointly and severally liable for any such Affiliates' obligations under this Agreement.

5.4. Suggestions and Aggregated Statistics. Any suggestions, enhancement requests, recommendations or other feedback relating to the operation of the Licensed Software Services provided by Client, including by Users ("**Feedback**"), during and after the Subscription Term is and remains the intellectual property of LCPtracker and

LCPtracker has all rights therein to exploit and commercialize any Feedback as LCPtracker chooses without compensation or other consideration to Client or any Users. LCPtracker is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, LCPtracker may monitor Client and Users use of the Licensed Software Services and collect and compile Aggregated Statistics. As between LCPtracker, the Client and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LCPtracker without compensation or other consideration to Client. Client acknowledges that LCPtracker may compile Aggregated Statistics based on Feedback. Client agrees that LCPtracker may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law; provided that such Aggregated Statistics do not identify the Clients' or Users' Confidential Information. Furthermore, all Users of our Licensed Software Services may be contacted by LCPtracker with information about LCPtracker events, services or products, and they will be given the opportunity to opt-out of any such communications.

5.5. Federal Government End Use Provisions. LCPtracker provides the Licensed Software Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Licensed Software Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LCPtracker to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5.6. Client Data. LCPtracker acknowledges that, as between LCPtracker and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LCPtracker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LCPtracker to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics and Feedback.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client Confidential Information shall include Client Data; LCPtracker Confidential Information shall include all Licensed Software Services; and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Licensed Product Schedules, as well as business and marketing plans, technology and technical information, product plans, pricing and designs, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

6.2. Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and the applicable Licensed Product Schedule, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein. Neither Party shall disclose the terms of this Agreement or any Licensed Product Schedule to any third party other than its Affiliates that have a need to know and their legal counsel and accountants without the other Party's prior written consent.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.4. Service Provider. Use of Client Data. LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data except as necessary to perform its obligations under this Agreement and the applicable Licensed Product Schedule or as otherwise in strict accordance with the written instructions of Client except and only to the extent that such Client Data is deidentified or in the aggregate and such is prevented from being re-identified and accessed or acquired by unauthorized parties. Upon termination of Licensed Software Services, LCPtracker shall comply with Client's direction as set forth in Section 11.3. "Effect of Termination". All Licensed Software Services that are provided depend on the accuracy of information submitted by Client and Users. LCPtracker is not responsible for any errors due to inaccurate information.

7. WARRANTIES AND DISCLAIMERS

7.1. Warranties. LCPtracker warrants that (i) LCPtracker has validly entered into this Agreement and has the legal power to do so, (ii) the Licensed Software Services shall perform materially in accordance with the Documentation, (iii) LCPtracker will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iii) if Client or a User uploads a file containing Malicious Code into the Licensed Software Services and later downloads that file containing Malicious Code. LCPtracker does not make any representations or guarantees regarding uptime or availability of the Licensed Software Services unless specifically identified in the Licensed Product Schedule. For any breach of a warranty above, Client exclusive remedy shall be as provided in Section 11.1 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination). THE FOREGOING WARRANTY DOES NOT APPLY, AND LCPTRACKER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

7.2. Client Warranties. Client represents and warrants that (i) Client has all rights and necessary authority to enter into this Agreement, (ii) the person signing this Agreement on behalf of Client has the necessary authority to do so, (iii) Client has collected all personal data with proper notice and opt-out opportunities in accordance with all Applicable Law, (iv) any sharing or uploading of any data using the Licensed Software Services in any manner is only performed or requested by Client when all of the requisite consents have been given to Client and always only in compliance with Applicable Law, and (v) Client will keep its own systems updated with all security patches available, and follow best practices in relation to data security. Client acknowledges that Client is solely responsible for the content uploaded into the Licensed Software Services included in Client Data or by any User authorized by Client and warrants that Client shall comply with all Applicable Law with regard to its use of the Licensed Software Services and content and shall require all Users to acknowledge and agree to comply with Applicable Law and the use obligations and restrictions under this Agreement.

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE LCPTRACKER IP IS PROVIDED "AS IS" AND LCPTRACKER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCPTRACKER MAKES NO WARRANTY OF ANY KIND THAT THE LCPTRACKER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. INDEMNIFICATION

8.1. Indemnification by LCPtracker. LCPtracker shall defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Licensed Software Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect

of the Licensed Software Services (a "**Claim Against Client**"), and shall indemnify Client for any damages, reasonable attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of a Claim Against Client; provided that Client (a) promptly provides LCPtracker written notice of the Claim Against Client; (b) allows LCPtracker sole control of the defense and settlement of the Claim Against Client (provided that LCPtracker may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to LCPtracker all reasonable assistance, at LCPtracker's expense. In the event of a Claim Against Client, or if LCPtracker reasonably believe the Licensed Software Services may infringe or misappropriate a third party's intellectual property rights, LCPtracker may, in LCPtracker's sole discretion and at no cost to Client, (i) modify the Licensed Software Services so that they are no longer infringing, without breaching LCPtracker warranties under Section 7.1 above, (ii) obtain a license for Client's continued use of the Licensed Software Services in accordance with this Agreement, or (iii) if LCPtracker determines that neither of the foregoing is commercially practicable and if Client is not permitted to continue using the Licensed Software Services, then this Agreement will terminate with respect to such infringing Licensed Software Services, and Client shall be entitled to recover from LCPtracker an amount equal to a pro-rated portion of the applicable prepaid Subscription Fees paid for the Licensed Software Services for the remaining Subscription Term for the applicable Licensed Software Services, plus a pro-rated portion of the Subscription Fees paid for any other Licensed Software Services furnished by LCPtracker to Client that were provided in conjunction with the terminated Licensed Software Services and that cannot be utilized effectively or completely by Client without using the terminated Licensed Software Services. LCPtracker shall have no liability for any infringement claim based on Client Data, or Client's or its Users' use of the Licensed Software Services in a manner not permitted hereunder, where such claim would not arise but for such Client Data or Client's or its Users' unauthorized use of the Client Data or the Licensed Software Services.

8.2. LCPtracker hereby agrees to defend, indemnify, reimburse and hold harmless Client, 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 negligence or willful misconduct of the Client. This indemnity shall be interpreted in the broadest possible manner to indemnify Client for any acts or omissions of LCPtracker or its sub-contractors either passive or active, irrespective of fault, including Client's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of Client. LCPtracker's duty to defend and indemnify Client shall arise at the time written notice of the Claim is first provided to Client regardless of whether Claimant has filed suit on the Claim. LCPtracker's duty to defend and indemnify Client shall arise even if Client is the only party sued by claimant and/or claimant alleges that Client's negligence or willful misconduct was the sole cause of claimant's damages. LCPtracker will defend any and all Claims which may be brought or threatened against Client and will pay on behalf of Client 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 Client shall be in addition to any other legal remedies available to Client and shall not be considered Client's exclusive remedy. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of LCPtracker under the terms of this indemnification obligation. LCPtracker shall obtain, at its own expense, any additional insurance that it deems necessary for the Client's protection. This defense and indemnification obligation shall survive the expiration or termination of this Agreement. Notwithstanding any of the foregoing, LCPtracker maintains all of its defenses at law and at equity.

Unless required by law, Client agrees to not ask Users to input any social security numbers except for their last four digits.

8.3. Exclusive Remedy. THIS SECTION 8 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF CLAIM DESCRIBED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL LCPTRACKER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE

OTHERWISE FORESEEABLE. IN NO EVENT WILL LCPTRACKER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWENTY FOUR MONTHS OF FEES FOR ANY LIABILITY, EXCEPT FOR LIABILITY FOR DATA BREACH, IN WHICH CASE THE CUMULATIVE LIMITATION (FOR ALL LIABILITY STEMMING FROM THAT BREACH) ON LIABILITY FOR LCPTRACKER WILL BE CAPPED AT \$300,000, AND EXCEPT FOR INDEMNIFICATION COSTS FOR DEFENSE OF LITIGATION UNDER THE INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS UNDER SECTION 8.1, WHERE THE CUMULATIVE LIABILITY FOR LCPTRACKER WILL BE CAPPED AT \$500,000. CLIENT ACKNOWLEDGES THAT LCPTRACKER COULD NOT MAKE ITS LICENSED SOFTWARE SERVICES AVAILABLE TO CLIENT ON THE TERMS AND PRICING SET FORTH HEREIN IF LCPTRACKER'S LIABILITY WERE NOT LIMITED AS SET FORTH IN THIS AGREEMENT.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on January 1, 2022 hereof and continues until termination on December 31, 2026 consistent with all Licensed Product Schedules as provided below.

10.2. Term of Licensed Product Schedules. Licensed Software Services subscribed to by Client under a Licensed Product Schedule commence on the start date specified in the applicable Licensed Product Schedule and continue for the Subscription Term set forth therein.

11. TERMINATION

11.1 Termination for Cause. Either Party may terminate a Licensed Product Schedule for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if there is a Service Suspension which is not in the opinion of LCPtracker commercially reasonably or practically capable of being cured. LCPtracker may terminate effective upon notice to the Client for a breach of Section 5.2. Client may terminate the Agreement, or a Licensed Product Schedule, for convenience upon sixty (60) days' notice, however there are no refunds for termination for convenience.

11.2. Termination for Discontinuance or Applicable Law. LCPtracker may, with no liability to the Client (except a pro rata refund of applicable Subscription Fees) or the Users, also terminate this Agreement and/or any applicable Licensed Product Schedule(s) to the extent: (i) LCPtracker discontinues any Licensed Software Services thereunder, or (ii) LCPtracker considers that it is commercially impractical due to developments in the Applicable Law to continue to provide certain Licensed Software Services, in each case upon ninety (90) days prior written notice to Client.

11.3. Effect of Termination. Upon termination of a Licensed Product Schedule or this Agreement for any reason, Client's (and any Users') right to continue using the Licensed Software Services under the applicable Licensed Product Schedule(s) shall immediately cease and Client shall destroy or return (as directed by LCPtracker) all Confidential Information (including Documentation) related to such Licensed Product Schedule and an officer of Client shall certify the same in writing within thirty (30) days of such termination. A termination of Agreement or a Licensed Product Schedule hereunder does not affect any other remaining Licensed Product Schedule(s) hereunder which shall remain subject to the terms of this Agreement unless such Licensed Product Schedule(s) are terminated in accordance with the terms hereof; provided that no further Licensed Product Schedules may be entered into as of the effective date of termination of this Agreement. Upon termination, LCPtracker shall promptly return or delete all Client Data to Client upon request from Client in writing (in accordance with LCPtracker normal back-up procedures, but any Client Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time LCPtracker's obligations under this Agreement for confidentiality will continue). Client acknowledges that if the Client Data is requested to be returned, Client will incur the applicable fees for the requested extract format as set forth on LCPtracker's then current price list. Notwithstanding the foregoing, Client may elect to download the Client Data within thirty (30) days of such termination at no charge. If a portable drive is requested at a charge from LCPtracker, Client accepts the risk of damage or loss of this drive during transit.

11.4. Refund or Payment upon Termination. Upon any termination by Client for cause under Section 11.1, LCPtracker shall refund Client any prepaid Subscription Fees covering the remainder of the applicable Subscription Term within thirty (30) days after the relevant effective date of termination.

11.5. Surviving Provisions. All Sections intended by their nature to survive termination, including, without limitation, Sections 6, 7, 8 and 9, shall survive any termination or expiration of this Agreement.

11.6. Service Suspension. Notwithstanding anything to the contrary in this Agreement, LCPtracker may temporarily suspend Client's and any User's access to any portion or all of the Licensed Software Services if: (i) LCPtracker reasonably determines that (A) there is a threat or attack on any of the LCPtracker IP; (B) Client's or any User's use of the LCPtracker IP disrupts or poses a security risk to the LCPtracker IP or to any other customer or vendor of LCPtracker; (C) Client, or any User, is using the LCPtracker IP for fraudulent or illegal activities; (D) subject to Applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) LCPtracker's provision of the Licensed Software Services to Client or any User is (a) prohibited by Applicable Law, or (b) deemed by LCPtracker to be commercially unfeasible due to Applicable Law; (ii) any vendor of LCPtracker has suspended or terminated LCPtracker's access to or use of any third-party services or products required to enable Client to access the Licensed Software Services; or (iii) in accordance with Section 4.4 (any such suspension described in subclause (i), (ii), or (iii) of this Section 11.6, a "Service Suspension"). LCPtracker shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Licensed Software Services following any Service Suspension. LCPtracker shall use commercially reasonable efforts to resume providing access to the Licensed Software Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LCPtracker will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any User may incur as a result of a Service Suspension, or a termination due to a Service Suspension.

12. GOVERNING LAW AND JURISDICTION

12.1. General. The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

12.2. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. GENERAL PROVISIONS

13.1. Notices. Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business day after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addressee set out in the first paragraph of this Agreement or to such other address as may be specified by either Party hereto upon notice given to the other Party in accordance with this Section. LCPtracker updates regarding the Licensed Software Services are provided to Clients at <https://prod.lcptracker.net/Projects/Alert>, available under the Projects Tab in LCPtracker.

13.2. Severability. If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.3. Export Compliance. The Licensed Software Services and other technology the LCPtracker makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Client shall not, and further shall not permit Users to, access or use Licensed Software Services in a

U.S.-embargoed country or in violation of any U.S. export law or regulation.

13.4. Anti-Corruption. Client acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any LCPtracker employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, Client will use reasonable efforts to promptly notify LCPtracker in writing.

13.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. LCPtracker will reach out from time to time with opportunities to Client in relation to other LCPtracker product opportunities. No employee, director, or officer of LCPtracker shall be held personally liable under this Agreement.

13.6. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.7. Waiver. No failure or delay by either Party in exercising any right or partial right, remedy, power or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

13.8. RESERVED.

13.9. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Licensed Product Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

13.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Licensed Product Schedules, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Licensed Product Schedule, the terms of such exhibit, addendum or Licensed Product Schedule shall prevail, but only if the Section of the Agreement being amended is specifically detailed therein. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding LCPtracker's Licensed Product Schedules) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

13.11. Counterparts; Electronically transmitted Documents and Signatures. This Agreement and any Licensed Product Schedule hereunder may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same instrument, it being understood that the Parties need not sign the same counterpart. An electronic signature or a manual signature on this Agreement or a Licensed Product Schedule which image, in either case is transmitted electronically, shall constitute an original signature for all purposes. The delivery of this Agreement or any Licensed Product Schedule, including signature pages may be transmitted or exchanged by the Parties by way of exchanging (a) signed originals, (b) facsimile transmission, (c) by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format (pdf) via email, or (d) any combination of any such means, and the Parties hereby adopt as original any such documents received. Delivery of such documents by facsimile or by any other electronic means shall have the same effect as physical delivery of the paper bearing the original signature.

13.12. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any

obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.3. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2.2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.4 EXAMINATION OF RECORDS AND AUDITS: A copy of LCPtrackers yearly SOC 2 Type 2 Compliance Report will be provided to Client on request. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to consult with LCPtracker on a remote virtual basis once per year to consult with LCPtracker to ensure this Agreement is being complied with. LCPtracker shall cooperate with City representatives during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require LCPtracker to make disclosures in violation of state or federal privacy laws. LCPtracker shall at all times comply with D.R.M.C. 20-276.

13.5 INSURANCE:

13.5.1 General Conditions: LCPtracker 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. LCPtracker shall keep the required insurance coverage in force at all times during the term of the 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, LCPtracker 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. LCPtracker 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 LCPtracker. LCPtracker 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.

13.5.2 Proof of Insurance: LCPtracker may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. LCPtracker 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 LCPtracker'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.

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

13.5.4 Waiver of Subrogation: For all coverages required under this Agreement, LCPtracker’s insurer shall waive subrogation rights against the City.

13.5.5 Subcontractors and Subconsultants: LCPtracker 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 LCPtracker and appropriate to their respective primary business risks considering the nature and scope of services provided.

13.5.6 Workers’ Compensation and Employer’s Liability Insurance: LCPtracker 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.

13.5.7 Commercial General Liability: LCPtracker 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.

13.5.8 Automobile Liability: Intentionally Deleted.

13.5.9. Technology Errors & Omissions including Cyber Liability: 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.

14. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, LCPtracker 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.

15.COMPLIANCE WITH ALL LAWS: LCPtracker shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

16. CITY EXECUTION OF AGREEMENT: The Agreement will not be 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.

17 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: LCPtracker consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

LCPtracker, Inc.

DocuSigned by:
kris Vincil
A04FE27ABACC42C...

Client: _____ [Insert Client Name]

By: _____
[LCPtracker Authorized Person Signature]

By: _____
[Client Authorized Person Signature]

kris vincil

Name: _____
[LCPtracker Authorized Person Name]

Name: _____
[Client Authorized Person Name]

Recurring Sales Director

Title: _____

Title: _____

[LCPtracker Authorized Person Title]
7/19/2022

[Client Authorized Person Title]

Date: _____ Date: _____

BULK PROJECT PRICING PRODUCT SCHEDULE, dated as of March 20, 2022 (“Product Schedule”), to the Master Subscription Software as a Service Agreement, dated as of _____ (the “Agreement”) between LCPtracker and Client

Terms not defined herein shall have the meaning ascribed to them in the Agreement. The address for invoicing the Client is by email at _____ attn _____ (Client to inform LCPtracker in writing thirty days in advance if this changes). Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

A. SERVICES

Subscription Term is 5 years and begins on the date of this Product Schedule.

LCPtracker Pro – Pricing – Service Dates 3/20/22 to 3/19/2027	Term (prices for 2022/23, the first year of Subscription Term period)	Price (assuming Construction Capacity up to \$6 Billion)
Bulk Project Pricing - Annual Service Fee for LCPtracker Pro		
<p>Year 1 Services Dates; 3/20/2022 to 3/19/2023 Bulk Project Pricing - Annual Access Fee Construction Capacity: Up to \$6 Billion</p> <p>Bulk project Annual Access Fee for access to LCPtracker Professional comprising:</p> <ul style="list-style-type: none"> • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client • Administrator phone, email, and Live Chat technical software support as needed (not training). • Contractor email and “Live Chat” technical software support as needed (not training). • Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term. <p>Fixed Annual Multiple Projects Fee Option These are flat rate annual price packages for a one-year commitments for LCPtracker Services. **Price includes 20% discount, which is taken off current list pricing from the applicable year in the Subscription Term.</p>	<p>Annual Service Fee</p>	<p>\$121,440</p>
<p>Year 2 Services Dates; 3/20/2023 to 3/19/2024 Bulk Project Pricing - Annual Access Fee Construction Capacity: Up to \$6 Billion</p> <p>Bulk project Annual Access Fee for access to LCPtracker Professional comprising:</p> <ul style="list-style-type: none"> • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client • Administrator phone, email, and Live Chat technical software support as needed (not training). • Contractor email and “Live Chat” technical software support as needed (not training). • Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term. <p>Fixed Annual Multiple Projects Fee Option These are flat rate annual price packages for a one-year commitments for LCPtracker Services. **Price includes 20% discount, which is taken off current list pricing from the applicable year in the Subscription Term.</p>	<p>Annual Service Fee</p>	<p>\$133,584</p>

<p>Year 3 Services Dates; 3/20/2024 to 3/19/2025 Bulk Project Pricing - Annual Access Fee Construction Capacity: Up to \$6 Billion</p> <p>Bulk project Annual Access Fee for access to LCPtracker Professional comprising:</p> <ul style="list-style-type: none"> • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client • Administrator phone, email, and Live Chat technical software support as needed (not training). • Contractor email and "Live Chat" technical software support as needed (not training). • Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term. <p>Fixed Annual Multiple Projects Fee Option These are flat rate annual price packages for a one-year commitments for LCPtracker Services. **Price includes 20% discount, which is taken off current list pricing from the applicable year in the Subscription Term.</p>	<p>Annual Service Fee</p>	<p>\$146,942</p>
<p>Year 4 Services Dates; 3/20/2025 to 3/19/2026 Bulk Project Pricing - Annual Access Fee Construction Capacity: Up to \$6 Billion</p> <p>Bulk project Annual Access Fee for access to LCPtracker Professional comprising:</p> <ul style="list-style-type: none"> • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client • Administrator phone, email, and Live Chat technical software support as needed (not training). • Contractor email and "Live Chat" technical software support as needed (not training). • Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term. <p>Fixed Annual Multiple Projects Fee Option These are flat rate annual price packages for a one-year commitments for LCPtracker Services. **Price includes 20% discount, which is taken off current list pricing from the applicable year in the Subscription Term.</p>	<p>Annual Service Fee</p>	<p>\$161,636</p>
<p>Year 5 Services Dates; 3/20/2026 to 3/19/2027 Bulk Project Pricing - Annual Access Fee Construction Capacity: Up to \$6 Billion</p> <p>Bulk project Annual Access Fee for access to LCPtracker Professional comprising:</p> <ul style="list-style-type: none"> • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client • Administrator phone, email, and Live Chat technical software support as needed (not training). • Contractor email and "Live Chat" technical software support as needed (not training). • Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term. <p>Fixed Annual Multiple Projects Fee Option These are flat rate annual price packages for a one-year commitments for LCPtracker Services. **Price includes 20% discount, which is taken off current list pricing from the applicable year in the Subscription Term.</p>	<p>Annual Service Fee</p>	<p>\$177,799</p>
<p>TOTAL ESTIMATED SERVICE FEES</p>		<p>\$741,401</p>

B. BULK PROJECT PRICING TABLE

Bulk Project Service Fee <u>2022 Pricing</u> for Administrator access to the Services (upon reaching the applicable tier) every year of the Subscription Term			
Construction Capacity in the relevant yearly period of the Subscription Term	LCPtracker Professional Annual Access Service Fees	Daily Reporter Add-on Module Annual Access Service Fees	Onsite Add-on Module Annual Access Service Fees
Up to \$5 million	\$3,800	\$2,000	\$1,700
Up to \$10 million	\$7,400	\$3,700	\$2,000
Up to \$25 million	\$11,000	\$5,500	\$2,200
Up to \$50 million	\$19,300	\$9,700	\$2,900

Up to \$100 million	\$25,300	\$12,800	\$3,300
Up to \$200 million	\$32,500	\$16,500	\$3,700
Up to \$300 million	\$41,300	\$20,700	\$4,400
Up to \$400 million	\$49,000	\$24,200	\$5,100
Up to \$500 million	\$57,200	\$28,600	\$5,800
Up to \$750 million	\$64,400	\$31,900	\$6,300
Up to \$1 billion	\$71,500	\$35,700	\$6,900
Up to \$2 billion	\$82,500	\$41,400	\$8,000
Up to \$4 billion	\$117,700	\$59,000	\$11,400
Up to \$6 billion	\$151,800	\$75,900	\$14,800
Up to \$8 billion	\$184,300	\$92,100	\$17,100
Up to \$10 billion	\$215,600	\$107,800	\$20,400

For Bulk Project Pricing of \$2 billion and above, Client can choose to increase Client's level of Construction Capacity in \$500 million increments. The fee for this is \$8,300 per \$500 million in additional Construction Capacity. The associated Daily Reporter module fee is \$4,200, and the Onsite module fee is \$830 per each additional \$500 million. **"Construction Capacity" means the value of construction calculated by adding the correct total (not just labor costs) updated construction bid award value of all active ("Open/Active") projects in the Client's account (which sum also includes all accounts in their Affiliate's' accounts) in the Licensed Software Services. The value of projects marked as "Open/Active" within the database is determined by the accurate total of project Budget amounts including change orders. This calculation is done monthly by LCPtracker. If a project is closed and no longer marked "Active", the project will no longer be counted in that month's open active projects.

C. CONSTRUCTION CAPACITY

(a) "Construction Capacity" means the sum total of all active ("Open/Active") projects in the Client's account (which sum also includes all accounts under this Product Schedule in their Affiliates' accounts) in the Services. The value of projects marked as "Open/Active" within the LCPtracker Professional database is determined by the accurate total of project "Budget" amounts.

(b) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project "Budget" field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed 25% of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com).

(c) Failure by Client or their Affiliates to accurately update LCPtracker Support Department of changes to the "Budget" field will be a material breach under the Agreement and will not remove the Client's obligation to pay the amounts due for the Services based on an accurate "Budget" field. If a project is completed and closed (responsibility of Client to perform to avoid being billed for it), the project will no longer be counted in that month's open active projects for billing.

(d) Periodically LCPtracker performs audits of project "Budget" fields to ensure accuracy and may reach out to Client to confirm the project "Budget" amounts accuracy. Failure by Client to timely respond to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project "Budget" amount and amend the relevant "Budget" amount accordingly in the Services for billing purposes. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Capacity at any time.

D. PAYMENT TERMS

(a) Service Fees are due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.

(b) Service Fees for access to the Services detailed above will change if one of the following events occurs: (i) If the sum of all "Budget" amounts for projects entered in LCPtracker during the then current year of the Subscription Term exceed the Construction Capacity level purchased (Client will be invoiced for an amount equal to the difference between the Construction Capacity level provided for that year of the Subscription Term and the cost level for which the current correct Construction Capacity applies, prorated for the number of months remaining in the then current year of the Subscription Term. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following year of the Subscription Term), (ii) The Construction Capacity increases beyond the previously purchased level on the annual anniversary of this Product Schedule, or (iii) A notice is given to Client pursuant to Section D(d) below.

(c) Fees for optional additional professional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.

(d) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact and will only become effective to Client on said renewal date.

(e) If Client elects to pay by credit card, the credit card payment fee of four percent (4%) imposed on LCPtracker shall be added to Client's payment to be charged. Client is responsible for providing complete and accurate billing and contact information to LCPtracker and notifying LCPtracker of any changes to such information.

(f) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).

E. ADDITIONAL TERMS: (if any)

LCPtracker, Inc.

DocuSigned by:
kris Vincil
A04EE27ABACC42C

Client: _____ [Insert Client Name]

By: _____
[LCPtracker Authorized Person Signature]

By: _____
[Client Authorized Person Signature]

Name: _____
[LCPtracker Authorized Person Name]
kris vincil
Recurring Sales Director

Name: _____
[Client Authorized Person Name]

Title: _____
[LCPtracker Authorized Person Title]
7/19/2022

Title: _____
[Client Authorized Person Title]

Date: _____

Date: _____

Contract Control Number: AUDIT-202160376-[[This Amendment Number]]
Contractor Name: LCPTRACKER 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: AUDIT-202160376-[[This Amendment Number]]
Contractor Name: LCPTRACKER INC

By:  _____

Name: kris vincil
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

LCPTRACKER PROFESSIONAL & CONSTRUCTION SITE COMPLIANCE PRICING DOCUMENT

CONFIDENTIAL

Valid January 1, 2021 through December 31, 2021



Required Start Up Fees for LCPtracker Professional & OnSite modules only	 TR LCPtracker Pro	 DR Daily Reporter	 OS OnSite
Basic CA Contractor or Agency, or Federal-only Start Up Fee Includes: <ul style="list-style-type: none"> • Configuration and setup of administrative account/database • 2-3 Implementation sessions: Admin #1, contractor training, Go Live (these may be combined) • 4 hours of wage data entry • Administrative web training sessions for new staff as per LCPtracker's training schedule • Unlimited Contractor and Administrator access to on-demand web training videos • Training and consulting on how to use our system to data load prevailing wage data, if needed 	\$3,950	---	---
Standard <ul style="list-style-type: none"> • Configuration and setup of administrative account/database • 3-4 Implementation sessions: Admin #1, Admin #2, contractor training, Go Live (these may be combined) • 1 additional Admin training session, either web-based or in-person (depending on selection) • 8 hours of wage data entry • Administrative web training sessions for new staff as per LCPtracker's training schedule • Unlimited Contractor and Administrator access to on-demand web training videos • Training and consulting on how to use our system to data load prevailing wage data, if needed • *If elect in-person, travel billed according to cost, unless the flat travel fee detailed below has been elected. 	*\$5,950	---	---
Select <ul style="list-style-type: none"> • Configuration and setup of administrative account/database • 4-5 Implementation sessions: Admin #1, Admin #2, Admin #3, contractor training, and an in-person Go Live (these may be combined) • 3 additional, client-specific, web-based contractor training sessions • 16 hours of wage data entry • Administrative web training sessions for new staff as per LCPtracker's training schedule • Unlimited Contractor and Administrator access to on-demand web training videos • Training and consulting on how to use our system to data load prevailing wage data, if needed • *If elect in-person, travel billed according to cost unless the flat travel fee detailed below has been elected. 	*\$7,950	---	---
Expedited Implementation Fee Guarantees implementation within one week. Only available with Basic or Standard options. Conditions apply.	\$1,000	---	---
New Office/Database Start Up (National Primes) Only available for prime contractors that have a national contract in place with LCPtracker and that have at least 10 separate offices/databases implemented.	\$2,500	---	---
OnSite Module Start Up To include mapping of one form. (Additional forms may be mapped at \$500/form).	---	---	\$500



Annual License Fee Options

Bulk Project Pricing	LCPtracker Pro	Daily Reporter	OnSite
Fixed Annual Multiple Projects Fee Option This is a flat rate price package which is a one-year commitment for LCPtracker service. The prices are based on Open/Active projects in LCPtracker during the contract year.			
Up to \$5 Million in **construction costs	\$3,450	\$1,800	\$1,500
Up to \$10 Million	\$6,700	\$3,300	\$1,500
Up to \$25 Million	\$10,000	\$5,000	\$2,000
Up to \$50 Million	\$17,500	\$8,800	\$2,600
Up to 100 Million	\$23,000	\$11,600	\$3,000
Up to \$200 Million	\$29,500	\$15,000	\$3,000
Up to \$300 Million	\$37,500	\$18,800	\$4,000
Up to \$400 Million	\$44,500	\$22,000	\$4,000
Up to \$500 Million	\$52,000	\$26,000	\$5,200
Up to \$750 Million	\$58,500	\$29,000	\$5,200
Up to \$1 Billion	\$65,000	\$32,400	\$6,200
Up to \$2 Billion	\$75,000	\$37,600	\$7,200
Up to \$4 Billion	\$107,000	\$53,600	\$10,300
Up to \$6 Billion	\$138,000	\$69,000	\$13,400
Up to \$8 Billion	\$167,500	\$83,700	\$15,500
Up to \$10 Billion	\$196,000	\$98,000	\$18,500
Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments. The fee for this is \$8,300.00 per \$500 Million in additional construction value. The associated Daily Reporter module fee is \$4,200, and the Onsite module fee is \$800.			
Single Project Pricing	LCPtracker Pro	Daily Reporter	OnSite
Annual Flat Rate (License Fee) This is an <u>annual</u> fee for each project. For projects longer than 1 year but with Client data stored by LCPtracker for less than 18 months, a 6-month prorated fee applies for ½ of year two.			
Project Under \$5 Million in **construction costs	\$1,100	See below	\$500
Project \$5 Million to \$10 Million	\$2,400	See below	\$800
Project \$10 Million to \$25 Million	\$3,500	See below	\$1,000
Project \$25 Million to \$50 Million	\$4,600	See below	\$1,300
Project \$50 Million to \$100 Million	\$6,700	See below	\$1,500
Project \$100 Million to \$250 Million	\$9,800	See below	\$2,000
Project \$250 Million to \$500 Million	\$12,000	See below	\$3,000
Project \$500 Million to \$1 Billion	\$14,400	See below	\$4,000
Project over \$1 Billion to \$2 Billion	\$17,500	See below	\$5,200
Add this fee for every \$500 Million over \$2 Billion in construction value	\$3,200	See below	\$900
Project with < 20 subcontractors	---	\$2,500	---
Project with > 20 subcontractors	---	\$5,000	---



Optional Services Available

Custom Development (System Requests, reports, SOCs, etc.)	Per Hour	\$275
Interfaces to External Client Systems		
<i>Creation of External Interface</i> (pricing is per data group, i.e., one interface each for project data, contractor data, payroll data)	Per Interface	\$5,950
<i>Maintenance of External Interfaces</i>	Per Year, Per Interface	\$1,950
*Assumes data is in a ready-to-load, unduplicated, clean, well-defined, and approved electronic format. Any additional work required to clean up data will be billed at hourly rate of \$275.		
Wage (prevailing, union or living) Data Entry & Maintenance Pricing	Per Hour	\$125
Auto-Geo Assignment		
<i>Set Up Fee</i> (one-time)	Per Geographic Area	\$2,500
<i>Annual License Fee</i> (includes one (1) update to map per year)	Per Geographic Area	\$2,500
<i>Additional Update Fee</i> (only upon client request if changes have been made to the geographic area)	Per Geographic Area	\$2,500
New Administrative Training for Existing Clients		
<i>In Person Admin Training</i> (not including flat rate travel fee)	Per Session	\$1,500
<i>Web-Based Admin Training</i> (1 session)	Per Session	\$625
<i>Web-Based Admin Training</i> (2 sessions)	Both Sessions	\$1,250
<i>Contractor Web-Based Training</i> (this is for an exclusive web class for the Administrator's contractors only; no charge, non-exclusive on-demand classes are available via LCPtracker's training portal)	Per Web Session	\$250
Flat Rate Travel Fee (flight, car, hotel for one night)	Flat Rate	\$1,200
Backup Data DVD/Flash Drive in LCPtracker standard format (plus sales tax)	Each + Sales Tax	\$525
Active Database Fee (charged for databases that remain open with no active projects. May choose Monthly or Annual Fee.)	Monthly Annual	\$100 \$1,200
Custom Documentation	Per Hour	\$125
Project Management Services (beyond standard implementation)	Per Hour	\$150
Re-activate Previously Inactive Database	Per Database Reactivation	\$825



Details

Expedited Implementation Fee

Client must provide prevailing wages expeditiously. Not applicable to projects with NY and NJ state prevailing wages.

Annual License Fee Includes:

- 1) Unlimited administrative user licenses.
- 2) Unlimited contractor access licenses.
- 3) Administrator phone, email, and Live Chat technical software support as needed (not training).
- 4) Contractor phone, email, and Live Chat technical software support as needed (not training).
- 5) Unlimited, no-charge attendance at web-based training (offered periodically per the LCPtracker training schedule) for all contractors and supplemental access to on-demand LCPtracker online training videos.

Data Storage

- 1) Closed projects can be reactivated at any time (billings must be brought current).
- 2) If the database remains active, there is reporting access and read access to all data for closed projects.
- 3) If the database was closed, it may be reactivated (see fee in table above).

New Administrative Training for Existing Clients

LCPtracker offers a training package for new Administrators on existing accounts. This gives the new Administrator a detailed review of how to use the Admin database, and an overview of the Validation and Background Database settings that have been set specifically to regulate their account and monitor payrolls according to the labor laws that their agency or company configures.

There are two options for new Administrator training, pricing varies according to the plan selected:

- 1) In-person Training -- In this session, a LCPtracker Project Manager will provide in-person training at the client's office. In-person training will consist of a review of the Admin database and specific account settings.
- 2) Webinar -- Administrator training done by webinar is broken down into two separate webinar sessions. Webinar No. 1 will last about 3 hours and Webinar No. 2 will be 2-3 hours depending on the material the client would like to review.

Additional on demand training videos and documents are available on the LCPtracker database at no cost.

Prevailing Wage Maintenance

LCPtracker offers a service to maintain wage determinations and database updates. The following are the terms related to this service:

- 1) The client must send LCPtracker (via email) all new wage determinations to be loaded.
- 2) LCPtracker will check for all new modifications, and update as changes occur (depending on type of wage program).
- 3) The client must verify accuracy of the wages.
- 4) The client is responsible for assigning wages to projects.
- 5) The client is responsible for craft matching if it is a dual-funded project (i.e., more than one type of wage determination, such as state and federal).
- 6) This service is billed annually. If additional, new wage determinations are needed during the year, the existing contract, or subsequent SOW, will be revised, and will be invoiced accordingly.
- 7) The client must notify LCPtracker of termination of wage maintenance services.
- 8) LCPtracker will load wages as per the state or local publication naming convention. Client-requested changes to the naming conventions may incur additional fees.

Pricing Terms

- 1) **The value of construction costs is calculated by adding up all active projects in the system. The value of projects marked as "Active" within the database is determined by the total of project Budget amounts. The "Budget" field is defined as the construction Bid Amount of the award. This calculation is done monthly by LCPtracker. If a project is completed and closed, the project will no longer be counted in that month's open active projects. The annual license fee does not change unless the following occurs:
 - a) Applicable for Bulk Purchases: If the sum of all active construction costs for projects entered in LCPtracker exceeds the level purchased in any month within the contract year, the next construction costs level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.
 - b) The construction cost increases beyond the previously purchased level at the time of renewal.



- c) Change orders increase the construction costs of projects and result in an increased volume beyond the previously purchased price level (applicable to both Bulk and Single Project Pricing Plans; subject to terms designated here):
- Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels). This is applicable for both Billing Plans:
- i) Bulk Project Pricing - will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
 - ii) Single Project Pricing - will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.
- d) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the Active Database Fee stated in the table above applies.)
- 2) Subsequent year renewals will be calculated and invoiced on the anniversary renewal month, based on the client's active project construction value for that month.
 - 3) All fees for the annual contract are due at signing of contract.
 - 4) Customized or additional services are charged 50% up front upon signing of the contract, and 50% upon the delivery of the customization or service to the client.
 - 5) Data entry for prevailing wage data is charged at the hourly rate (listed above) at the end of the month that the data entry service was provided and is due upon receipt of invoice.
 - 6) Annual contracts may be cancelled on the annual anniversary only with 90 days advance written request to cancel.
 - 7) For projects that are greater than 12 months in duration, but less than 18 months, and that fall under the Single Project Pricing model, an optional 6-month pro-rated fee may apply.
 - 8) If records remain open in the LCPtracker system past that 6 months, this 6-month renewal option does not apply, and a full year of fees is due.
 - 9) Client is responsible to close projects as they are completed. Projects that have active status will be billed.**
 - 10) LCPtracker reserves the right to validate actual construction costs of projects managed by LCPtracker. Client agrees to provide this data to LCPtracker upon our request.
 - 11) Third party labor compliance service consultants who purchase and utilize LCPtracker, Inc. products as part of their services may not resell the use of those LCPtracker products as a separately priced item. Consultants may utilize LCPtracker products and may include LCPtracker product use by their clients to the extent permitted, and as priced, under their service offering. Reselling LCPtracker products requires a separate reseller contract.
 - 12) This Pricelist is subject to the terms and conditions of the LCPtracker Software Agreement as accepted by client upon commencement of service.
 - 13) Prices and terms are subject to change by LCPtracker with a 30-day notice. Price updates are typically done once each year.
 - 14) Existing multi-year contracts and purchase orders will be honored.
 - 15) Renewal at end of term is automatic unless otherwise noted in writing by client.
 - 16) All invoices are Net 30.
 - 17) Invoices paid by credit card will incur a 4% fee on the invoice amount.
 - 18) Access to LCPtracker service will be suspended upon non-payment of fees due. When any invoice has not been paid for 30 days from the due date of the invoice, a letter of "suspension and request for payment" will be sent. A grace period of 30 days to pay the back due invoices will be extended. If the invoices are not paid within the 30 days, the service will be suspended until all back due amounts are paid in full.
 - 19) This is a confidential pricing document and must not be posted in any public forum.
 - 20) All pricing levels contained in this document are subject to acceptance of our standard contractual terms.**

Travel Costs

All Travel charges, excluding the Flat Rate option, will be reimbursed at actual cost to LCPtracker.

EXHIBIT B



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowermaster & Associates		NAMED INSURED LCPTracker, Inc. 117 E. Chapman Ave. Orange CA 92866	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

\$5,000,000 Breach Response and Remediation Expenses-Each Claim/Aggregate; \$25,000 Retention

Tech EO Cyber Data Risk and Media Excess \$5,000,000 Aggregate; Tokio Marine HCC Surety; 08/15/2021-08/15/2022; POLICY NUMBER: H21TXS20137-00

City and County of Denver, its elected and Appointed Officials, Employees, and Volunteers are Additional Insured as respects to General Liability and Auto Liability per attached forms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured – Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage – Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury – Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II – LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) “Your work” for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
 This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – LIABILITY, C. Who Is An Insured**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury – Broad Form

a. **SECTION II – LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to “Personal and Advertising Injury”**, paragraph e. is deleted.

b. **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:
- (1) Insureds;
 - (2) "Covered Recalls initiated; or
 - (3) Number of "your products" withdrawn.
- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- g. **Product Recall Deductible**
We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.
We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of

a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- e. For the purpose of this endorsement, the following definitions are added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 2. "Product recall expense(s)" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

Includes copyrighted material of Insurance Services Office, Inc. with its permission,
Copyright, Insurance Services Office, Inc., 1996

4. EMPLOYEES AS INSUREDS

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends SECTION II - LIABILITY COVERAGE, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the SECTION II - LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:

- d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

- e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the property as of the time of the "loss"; or
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- 3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Copyright, Insurance Services Office, Inc., 1996

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Copyright, Insurance Services Office, Inc., 1996

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

2. 60 days.

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

Our payment is limited to the lesser of the following amounts:

7. Rental Reimbursement and Material Transfer Expense

1. Necessary and actual expenses incurred, including loss of use.

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

2. \$3000.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, with the lesser of the following number of days:

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

- 1. The number of days reasonably required to repair or replace the

13. AIRBAG COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. LIMIT OF INSURANCE 1. or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

- (1) You, if you are an individual;
- (2) Any partner or insurance manager if you are a partnership; or
- (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Copyright, Insurance Services Office, Inc., 1996

5. Transfer Of Rights Of Recovery
Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION

The following is added to SECTION IV
BUSINESS AUTO CONDITIONS. B.
General Conditions, paragraph 2.
Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. HIRED AUTO - WORLDWIDE
COVERAGE

The following is added to SECTION IV -
Business Auto Conditions, B. General
Conditions, paragraph 7. Policy Period,
Coverage Territory provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", SECTION V -
DEFINITIONS is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.