MEMBER AGENCY JOINDER AGREEMENT TO THE
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of August 26, 2016 (the "Joinder Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the City of Grand Junction, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

A.   The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment 1 and is incorporated by reference.

B.   The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.

C.   The Joining Party has executed the CISC's IGA.

D.   The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1.   **Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a "Member Agency" under the Services Agreement.

2.   **Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

    a.   Indicate the number of FTE certified peace officers here: 110

      b.   If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

      c.   If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed $20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses: 1

Investigative Subscription Licenses: 0

Dashboard Subscription Licenses: 22

3.   Notice Information.

Contact Person: John Camper, Chief of Police

Phone Number: 970-549-5100

Email: johnc@ci.grandjct.co.us

Mailing Address: 555 Ute Avenue, Grand Junction, CO 81501

[signature page follows]

Member Agency Joinder Agreement to the
Services Agreement for a Law Enforcement Data Warehouse
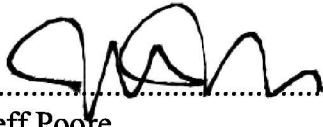
[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Joinder Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING CONSORTIUM

By: ....

Name: David Shipley

Title: Executive Director

Date: ....08/29/2016..........................

NUMERICA CORPORATION

By: ....

Name: Jeff Poore

Title: President

Date: ....08/27/2016..........................

CITY OF GRAND JUNCTION

By: ....

Name: John Camper

Title: Chief of Police

Date: ....08/29/2016..........................

ATTACHMENT 1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this "Agreement," including all attachments hereto) is entered into as of June 13, 2016 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a "Party" or the "Parties".

Capitalized terms used in this Agreement are defined throughout this Agreement.

RECITALS

A.   The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.

B.   The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.

C.   CISC and Numerica entered into an agreement dated April 13, 2015 (the "Lumen Agreement"), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.

D.   Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.

E.   SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.

F.   Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation ("CBI").

G.   The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. **Services Concerning a Law Enforcement Data Warehouse.**

    a.   Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, integration, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the "Services") for the CISC and the Member Agencies as described in one or more statements of work (each, a "Statement of Work" or "SOW").

    b.   SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

    c.   Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

2. **Compensation and Payment Terms.**

    a.   Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the "Project Fee") payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

    b.   Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC's obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).

  c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

3. **Joining this Agreement.**

  a. **Definition of Member Agency.** "Member Agency" means a law enforcement agency who has executed the CISC's founding intergovernmental agreement (the "CISC's IGA") and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC's founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

  b. The CISC's executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

  c. **Joinder by Member Agencies.** A law enforcement agency (or its parent government) that executed the CISC's IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a "Joinder Agreement") and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

  d. **Joinder by Non-Member Agencies.** With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC's IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC's IGA until that agency has executed the CISC's IGA (unless the CISC gives its written approval otherwise).

  e. **Joinder Agreement with Modified or Additional Terms.** If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

4. **CISC Project Manager.** The CISC shall identify a primary point of contact (a "Project Manager") concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties' obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency's use of and transactions in the Services.

5. **Independent Contractor Status.** This Agreement shall not render Numerica or any of Numerica's agents an employee, partner, agent of, or joint venturer with the CISC or any

Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica's agents are not and will not become the CISC's or any Member Agency's employees.

a. TAXES.

i. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR WITHHOLDING TAXES WITH RESPECT TO NUMERICA'S COMPENSATION HEREUNDER. IF REQUIRED BY LAW, THE CISC SHALL REPORT ALL PAYMENTS MADE TO NUMERICA ON A CALENDAR YEAR BASIS USING IRS FORM 1099. NEITHER THE CISC NOR ANY MEMBER AGENCY HAS ANY OBLIGATION TO (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM NUMERICA'S PAYMENTS OR MAKE FICA PAYMENTS ON NUMERICA'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON NUMERICA'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM NUMERICA'S PAYMENTS. NEITHER THE CISC NOR ANY MEMBER AGENCY WILL PAY TAXES ON NUMERICA'S INCOME DERIVED FROM THIS AGREEMENT.

ii. THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.

b. INSURANCE. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.

c. **Method of Performing Services; Results.** In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

d. **Workplace, Hours, and Instrumentalities.** Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

e. **Limitations on Authority.** No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

f. **Nonexclusive Services.** In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

g. **Requisite Skills.** Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.

6. **Representations and Warranties.**

    a. **Numerica's Representations and Warranties.** Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

        i. Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

        ii. To Numerica's knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

        iii. The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

        iv. Numerica has complied and will comply with all federal, state, and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates, and licenses that are required to provide the Services.

        v. During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica's applicable documentation.

        vi. Any software Services that Numerica installs on the Member Agency's computers, network systems, and Data Sources (collectively, the "Member Agency's Systems") will not have a material adverse effect on that Member Agency's Systems.

    b. **Numerica's Disclaimers.**

        i. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

        ii. IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY'S USE OF THE SERVICES.

        iii. The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "Errors") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other

appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency's data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

        iv.   **Exclusive Remedy.** In the event of a breach of Numerica's representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC's and as each Member Agency's sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

        c.   **Representations and Warranties of the CISC and Member Agencies.** Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica's use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

        d.   **Other Terms.**

        i.   If performance of the Services by Numerica is delayed due to factors beyond Numerica's reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

        ii.   Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Numerica's performance under this Agreement.

7.   **Security of Law Enforcement and Criminal Justice Records.**

        a.   **Standard of Care.** Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

        b.   **CJIS Security Policy.** Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the "CJIS Security Policy") and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performaing of any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.

c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.

d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica's compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica's compliance with the CJIS Security Policy required by law.

e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica's notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.

f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a "custodian" of any criminal justice records as defined in C.R.S. § 24-72-302(5).

g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; *provided, however,* that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party's obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.

8. **Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker's compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

Worker's Compensation Insurance	
Each Accident	Statutory
Each Employee for Disease	Statutory

Numerica shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide worker's compensation insurance to protect Numerica from and against any and all worker's compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars ($2,000,000) each occurrence and three million dollars ($3,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

        iii.   **Data Breach Insurance.** Data Breach insurance with first party coverage of one hundred thousand dollars ($100,000) and third party coverage of five hundred thousand dollars ($500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

        iv.   **Commercial Automobile Liability Insurance.** Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars ($1,000,000) each occurrence with respect to each of Numerica's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

        v.   **Professional Liability Insurance.** Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars ($2,000,000) per occurrence or claim and two million dollars ($2,000,000) aggregate and for two years beyond the completion of all Services.

b.   **Other Insurance Terms.**

        i.   The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Numerica.

        ii.   The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.

iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker's compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC's discretion, the CISC may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. **Insurance Certificates.** If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

9. **Indemnification and Hold Harmless.**

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a "Claim") proximately caused by Numerica's acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.

10. **Intellectual Property Indemnification.**

a. **Definition.** "Intellectual Property" means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,

9

patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

    b.   **Indemnification.** In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

    c.   **Remedies for an Infringement Claim.**

    i.   Notwithstanding and in addition to Numerica's indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica's reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica's reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica's indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

    ii.   If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

    d.   **Exclusive Remedy.** This Section 10 sets forth the CISC's and each Member Agency's sole and exclusive remedy for any Claim of Intellectual Property infringement.

11.   **LIMITATIONS OF LIABILITY.**

    a.   IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    b.   **LIMITATION OF NUMERICA'S LIABILITY.** THE CUMULATIVE LIABILITY OF NUMERICA IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS

LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

      c.   **LIMITATION OF THE CISC'S AND MEMBER AGENCIES' LIABILITY.**

          i.   THE AGGREGATE CUMULATIVE LIABILITY OF THE CISC AND THE MEMBER AGENCIES IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE CISC'S OR THE MEMBER AGENCY'S LIABILITY.

          ii.   EACH MEMBER AGENCY'S LIABILITY IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS FURTHER LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE MEMBER AGENCY UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE MEMBER AGENCY'S LIABILITY.

          iii.   THESE LIMITATIONS OF LIABILITY DO NOT LIMIT THE CISC'S AND THE MEMBER AGENCIES' OBLIGATION TO PAY ANY PROJECT FEES TO NUMERICA WHEN DUE.

      d.   NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CISC'S OR ANY MEMBER AGENCY'S PRIVILEGES OR IMMUNITIES PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §§ 24-10-101, *ET SEQ.*

12.   Termination.

      a.   **Termination for Breach.** Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

      b.   **Termination of Joinder.** Any Party may terminate a particular Joinder Agreement and the applicable Member Agency's participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without

prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

      c.   **Effect of Termination.** Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

13.   Confidentiality.

      a.   **Definition of Confidential Information.** As used in this Section 13, the word "information" refers to data or information in any form or medium.

      i.   **Definition.** "Confidential Information" means all information that a Party (a "Disclosing Party") discloses to another Party (a "Receiving Party") that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

      ii.   **Exceptions.** Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

      iii.   **Court Order.** The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party's expense, except to the extent it is illegal to do any of the foregoing.

b. **Protection of Confidential Information.** Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

c. **Availability of Injunctive Relief.** The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

d. **Return of Confidential Information.** Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party's or its agent's or employee's control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

14. **Member Agencies' Data.** Each Member Agency grants to Numerica a limited right and license to use that Data (definied in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

15. **Ownership of Numerica's Proprietary Rights.** Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term "purchase", if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica's other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

16. **Restrictions.**

a. Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to

any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica's technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica's Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica's public application programming interfaces, if any.

     b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica's Confidential Information.

17. Export Control. The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Denied Persons List, or the U.S. State Department's List of Statutorily Debarred Parties.

18. Lumen Agreement | SOW 03.

     a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

     b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

     c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joinders for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

19. Notices. Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

Colorado Information Sharing Consortium (CISC) Attn: Mr. David Shipley, Executive Director 15001 East Alameda Parkway	With a copy to (CISC): Fairfield and Woods, P.C. Attn: Mr. Ryan Tharp

Aurora, CO 80012 dshipley@adcogov.org	1801 California St. Ste. 2600 Denver, CO 80202 rtharp@fwlaw.com
Numerica Corporation Attn: Mr. Jeff Poore 5042 Technology Parkway, Ste. 100 Fort Collins, CO 80528 jeff.poore@numerica.us	

20. General Terms.

a. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

b. Amendments. Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

c. Entire Agreement. This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

d. Assignment. Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC's prior written consent; *provided, however,* that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

e. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state or federal court located in Denver, Colorado.

f. JURY TRIAL WAIVER. EACH PARTY AND EACH MEMBER AGENCY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

g. Dispute Resolution. If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC's Project Manager specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The CISC's Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC's Project Manager may be the CISC's authorized representative. NO PARTY MAY INITIATE ANY COURT OR

ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

h. **Authority; Non-Contravention.** Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

i. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

j. **Audit.** Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

k. **Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

l. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

m. **LIENS AND ENCUMBRANCES.** NUMERICA SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY OF THE CISC'S OR ANY MEMBER AGENCY'S ASSETS, NOR ANY CLAIM OR LIEN WITH RESPECT THERETO, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

n. **Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

o. **Non-Appropriation.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.

p.   **Public Trust.** Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

q.   **Equal Employment Opportunity.** While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

r.   **Illegal Aliens.** Numerica certifies, represents, and warrantes that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

s.   **Open Records.** The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, *et seq.*

t.   **Pecuniary Gain.** In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

u.   **Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

v.   **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

w.   **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING CONSORTIUM	**NUMERICA CORPORATION**
Vince Line Vince Line (Jul 25, 2016)	*Jeff Poore*
By:	By: ....
Name: Vince Line	Name: Jeff Poore
Title: Board Chair	Title: President
Date: Jul 25, 2016	Date: Jul 23, 2016

STATEMENT OF WORK 01:
INTEGRATION OF A DATA WAREHOUSE

1.   Definitions. In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

a.   "<u>Data</u>" means Records which Numerica integrated into the Data Warehouse.

b.   "<u>Data Source</u>" means a Member Agency's System that contains Records to be integrated into the Data Warehouse. Records management systems ("<u>RMS</u>"), jail management systems ("<u>JMS</u>"), and computer aided dispatch systems ("<u>CAD</u>") are all Data Sources. A single instance of a Member Agency's System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency's System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica's reasonable determination, constitute more than one Data Source.

c.   "<u>Records</u>" means law enforcement and criminal justice records contained in a Member Agency's Data Source.

d.   "<u>SOW 01 Member Agency</u>" means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on <u>Attachment A-1</u>.

2.   Basic Overview. Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies' Data (the "<u>Data Warehouse</u>"); and (b) integrate Records from the Member Agency's Data Sources into the Data Warehouse.

3.   Integration of Records.

a.   **Initial Data Sources.** Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.

b.   **10 Years of Data.** For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.

c.   **Information Numerica Needs.** Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a

Member Agency's Records and will provide an initial itemized list of the same to the Member Agency.

    d.   **Member Agency Right to Limit Records.** Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

    e.   **Timeline; Delays.** Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica's performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

    f.   **Incorporation of Member Agencies' Existing Lumen Data.** Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

4.   **Additional Data Sources.**

    a.   **Types of Data Sources.** A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

        i.   **Standard.** A "Standard Data Source" is a Data Source which either: (1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or (2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

        ii.   **Non-Standard.** A "Non-Standard Data Source" is any Data Source that does not meet the definition of a Standard Data Source.

    b.   **Costs.** The cost to integrate Records from additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	$1,900.00 each
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	$950.00 each
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

    c.   **Process for Adding Data Sources.** Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the

Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

      i.   **Before Oct. 1, 2016.** If a Member Agency and elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

      ii.   **After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency's receipt of the invoice, unless the Parties agree otherwise in writing.

5.   **Member's Responsibilities.** Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

      a.   Determine whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the "Push Mechanism") or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency's Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency's Systems available to Numerica via remote access (the "Pull Mechanism").

      b.   Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

      c.   Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

      d.   Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

      e.   Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

      f.   Indentify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

      g.   Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.

h.   Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

i.   Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.

6.   Authorization of and Assistance with Push/Pull Mechanisms.

a.   For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

b.   For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of Numerica's performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

7.   Data Access Rules. Numerica shall implement the following Data access rules (each, a "Data Access Rule").

a.   CJIS Policy Assumed to Apply. Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

b.   Criminal Intelligence.

i.   The term "Criminal Intelligence" means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

ii.   A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

c.   Sharing with Member Agencies. All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).

Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

      d.   **Sharing with Non-Member Agencies.**

      i.   **Through Lumen.** All Data (with the exception of Data identified as Criminal Intelligence) shall *by default* be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each, a "Non-Member Agency") by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

      ii.   **Through Other Providers.** The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data though an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

      iii.   **General.** Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

      e.   **Sharing with Certain Non-Law Enforcement Entities.** No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

      f.   **Other Data Access Rules.** Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

8.   **Documentation.** Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.

9. **Acceptance.**

a. **Acceptance of Integration Services.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency's Records into the Data Warehouse (the "Integration Checklist"). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

b. **Acceptance of Services Subject to the Deadline.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the "Completion Checklist"). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

10. **Project Fee.** The Project Fee for the Services subject to the Deadline is $193,088, which may be increased or decreased as provided for herein.

a. **Reduction in Fee for Member Agency Non-Participation.** The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to $27.50 multiplied by the number of full time equivalent ("FTE") certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below $120,000.

b. **Additional Fees for Additional Participation.** The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to $27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

11. **Payment Terms.**

a. Numerica shall submit two invoices to the CISC. The first invoice shall be for $154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC's acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC's receipt of an invoice. These fees are not being passed on to the Member Agencies.

b. If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

12. **Effective Date; Cross Termination.** This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

13. **Adding Additional Member Agencies after October 1, 2016.** After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party's Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.

[end]

ATTACHMENT A-1

LIST OF SOW 01 MEMBER AGENCIES

1.	Adams County Sheriff's Office	22.	Erie Police Department
2.	Arapahoe County Sheriff's Office	23.	Federal Heights Police Department
3.	Aspen Police Department	24.	Fountain Police Department
4.	Aurora Police Department	25.	Garfield County Sheriff's Office
5.	Avon Police Department	26.	Glendale Police Department
6.	Brighton Police Department	27.	Golden Police Department
7.	Carbondale Police Department	28.	Grand Junction Police Department
8.	Castle Rock Police Department	29.	Greenwood Village Police Department
9.	Cherry Hills Village Police Department	30.	Jefferson County Sheriff's Office
10.	Colorado Department of Public Safety	31.	Littleton Police Department
		32.	Lone Tree Police Department
11.	Colorado Springs Police Department	33.	Mesa County Sheriff's Office
12.	Columbine Valley Police Department	34.	Moffat County Sheriff's Office
13.	Craig Police Department	35.	New Castle Police Department
14.	Denver Police Department	36.	Northglenn Police Department
15.	Denver Sheriff's Department	37.	Parker Police Department
16.	Douglas County Sheriff's Office	38.	Rifle Police Department
17.	Durango Police Department	39.	Sheridan Police Department
18.	Eagle County Sheriff's Office	40.	Silt Police Department
19.	Eagle Police Department	41.	Thornton Police Department
20.	Edgewater Police Department	42.	University of Colorado at Denver Police Department
21.	Englewood Police Department	43.	Vail Police Department

[end]

STATEMENT OF WORK 02:
PROVISION OF A DATA WAREHOUSE SERVICE

1.   **Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall: (a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the "Data Warehouse Service") to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

2.   **Provision of Data Warehouse as a Service.**

a.   Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

b.   Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

3.   **Application Programming Interface.**

a.   **API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the "API") for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

b.   **License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the "API License"). Nothing in this Agreement shall limit Numerica's right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

c.   **API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica's support under this SOW 02 is not intended to provide software engineering or software design services.

d.   **Limitation on API Usage.** If an entity's use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity's whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

4.   Data Refresh.

a.   Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b.   For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c.   For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d.   Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

5.   Update Data Access Rules. Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

6.   Third Parties Access to Data and the API.

a.   **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however,* that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b.   **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

c.   **Notice to Numerica.** Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

d.   **Revocation of Third Party Authorization.** Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

e.   **Support.** Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

7.   **Installation and Acceptance.** The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

8.   **Maintenance of Data Warehouse Service.** During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

9.   **Software Error Reporting and Resolution.**

a.   **Reporting Errors to Numerica.** If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b.   **Error Severity Levels.** Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

 c. **Error Resolution.** Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

 d. **List of Errors.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. **Remedy for Excessive Errors.**

 a. **First Six Months.** In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

 b. **Second Six Months.** In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

11. **Lumen Entitlement.** A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

12. **Term.** This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the "Term"). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

13. **Effect of Termination.**

 a. **Recovery of Data.** Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica's then standard hourly rate, for Numerica's services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the

Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

    b.   **Cross Termination.** If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

14.   Project Fee.

    a.   The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying $20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

    b.   The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

15.   Payment Terms.

    a.   Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

    b.   As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

<div align="center">[end]</div>

ATTACHMENT B-1

ERROR SEVERITY LEVEL

Severity Level	Name	Description
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

ATTACHMENT B-2

ERROR RESOLUTION

Severity Level	Name	Resolution	
		Temporary	**Permanent**
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

EXHIBIT C

STATEMENT OF WORK 03
LUMEN CLIENT SOFTWARE SERVICE

1.   **Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

      a.   "Lumen Client Software Service" means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies' Data, Law Enforcement Data from Non-Member Agencies which is accessible though the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

      b.   "Law Enforcement Data" includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

      c.   "Lumen Subscription Guide" means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

      d.   "Subscription License" means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

      e.   "Subscription Notice" is defined in Section 4.a.

      f.   "Subscription Period" means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

2.   **Provision of Lumen Client Software Services.**

      a.   Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

      b.   Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

3. Entitlement to Lumen Client Software Service with Data Warehouse Service. Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an "Eligible Member Agency") is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency's use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than $20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

4. Election to Receive Additional Lumen Client Software Service. In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a "Subscription Notice").

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

5. Installation and Acceptance.

a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the "Lumen Checklist"). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

6. Reciprocal Data Sharing with Non-Member Agencies.

a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency's Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency's access to the Member Agencies' Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

7.   Treatment of Law Enforcement Data from Non-Member Agencies. Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

8.   Maintenance of Lumen Client Software Service. Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

9.   Software Error Reporting and Resolution.

     a.   Reporting Errors to Numerica. If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

     b.   Error Severity Levels. Numerica shall assign each Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

     c.   Error Resolution. Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

     d.   List of Error. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10.   Effective Date; Termination. This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

11.   Use of Data and Law Enforcement Data by Numerica. Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

12.   Project Fee.

a.   The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

b.   If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to $20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

c.   There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

13.   Payment Terms.

a.   Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

b.   As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

c.   **Timing of Invoices.**

i.   Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

ii.   For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]

ATTACHMENT C-1

LUMEN SUBSCRIPTION GUIDE

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

Lumen Price List				
Subscription License	**List Price (each)**	**Subscription Cost and Subscription Periods**		
		1 Year Contract	*2 Year Contract*	*3+ Year Contract*
Annual Recurring Subscription Costs				
Analyst License	$1200 qty 1-2 $1000 qty 3-5 $900 qty 6+	$1170 qty 1-2 $975 qty 3-5 $878 qty 6+	$1140 qty 1-2 $950 qty 3-5 $855 qty 6+	$1110 qty 1-2 $925 qty 3-5 $832 qty 6+
Investigative License	$600 qty 1-6 $480 qty 7-20 $360 qty 21+	$585 qty 1-6 $468 qty 7-20 $351 qty 21+	$570 qty 1-6 $456 qty 7-20 $342 qty 21+	$555 qty 1-6 $444 qty 7-20 $333 qty 21+
Dashboard License	$60 qty 10-20 $48 qty 21-50 $36 qty 51+	$59 qty 10-20 $46 qty 21-50 $35 qty 51+	$57 qty 10-20 $44 qty 21-50 $33 qty 51+	$56 qty 10-20 $42 qty 21-50 $32 qty 51+
Enterprise License	$180 *per sworn officer*	$115 *per sworn officer*	$110 *per sworn officer*	$105 *per sworn officer*
Training				
On-site training (4 hours)	$1500	$1400	$1350	$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

[end]

ATTACHMENT C-2

SUBSCRIPTION NOTICE

Date: ....

Name of Member Agency: ....

Member Agency Contact Information:

        Name of Contact:..

        Phone: ....

        Email:...

        Mailing Address: ....

        ....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):..........

        If requesting the Enterprise Subscription License,
        indicate the number of FTE certified peace officers employed: ....

If not requesting an Enterprise Subscription License, indicate the number and type of Subscription Licenses requested:

        Analyst Subscription Licenses: ....

        Investigative Subscription Licenses: ....

        Dashboard Subscription Licenses: ....

Indicate the Subscription Period requested (one, two, or three years):.....................

Total Annual Recurring Subscription Costs:...

Additional Paid Training Requested (if any):..

Cost of Additional Paid Training (if any): ....

Signature:.. Name: ....

<div align="center">[end]</div>

ATTACHMENT C-3

ERROR SEVERITY LEVELS

Severity Level	Name	Description
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

ATTACHMENT C-4

ERROR RESOLUTION

Severity Level	Name	Resolution	
		Temporary	**Permanent**
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

MEMBER AGENCY JOINDER AGREEMENT TO THE
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of _____ _____, 20__ (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and _____, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

A.   The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.

B.   The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.

C.   The Joining Party has either executed or is committed to executing the CISC's IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC's IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC's IGA.

D.   The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

E.   This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1.   Joinder. The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a "Member Agency" under the Services Agreement.

2.   CISC's IGA. If the Joining Party has not executed the CISC's IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC's IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC's IGA.

3.   Lumen Entitlement. Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

     a.   Indicate the number of FTE certified peace officers here: ....

     b.   If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

     c.   If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed $20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

     Analyst Subscription Licenses: ....

     Investigative Subscription Licenses: ....

     Dashboard Subscription Licenses: ....

4.   Notice Information.

Contact Person: ....

Phone Number: ....

Email: ....

Mailing Address: ....

5.   *Additional Terms.* *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

<table>
<tr><td>

COLORADO INFORMATION SHARING CONSORTIUM

</td><td>

NUMERICA CORPORATION

</td></tr>
<tr><td>

By: ....
Name: David Shipley
Title: Executive Director

Date: ....

</td><td>

By: ....
Name: Jeff Poore
Title: President

Date: ....

</td></tr>
</table>

[JOINING PARTY]

By: ....
Name:
Title:

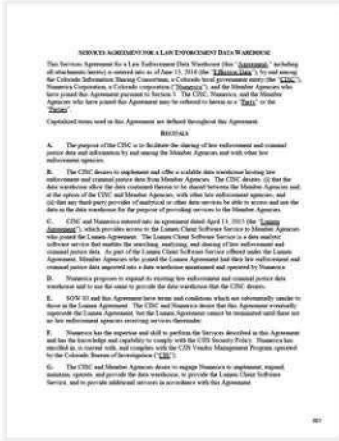Date: ....

3

ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

Numerica Agreement - FINAL

Adobe Sign Document History 07/25/2016

Created:	07/23/2016
By:	Kelli Crano (kcrano@fwlaw.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAZoHHPfljZGz_hl87HcO9g4jTkHf_FkDV

"Numerica Agreement - FINAL" History

Document created by Kelli Crano (kcrano@fwlaw.com)
07/23/2016 - 1:31:19 MDT - IP address: 38.88.52.170

Document emailed to vline@co.arapahoe.co.us for signature
07/23/2016 - 1:34:11 MDT

Document emailed to Jeff Poore (jeff.poore@numerica.us) for signature
07/23/2016 - 1:34:11 MDT

Document viewed by Jeff Poore (jeff.poore@numerica.us)
07/23/2016 - 2:16:56 MDT - IP address: 208.184.162.191

Document e-signed by Jeff Poore (jeff.poore@numerica.us)
Signature Date: 07/23/2016 - 2:37:08 MDT - Time Source: server - IP address: 97.118.5.239

Document shared with Ryan Tharp (rtharp@fwlaw.com)
07/24/2016 - 12:10:01 MDT - IP address: 38.88.52.170

Kelli Crano (kcrano@fwlaw.com) replaced signer vline@co.arapahoe.co.us with Vince Line (VLine@arapahoegov.com)
07/25/2016 - 9:35:38 MDT - IP address: 38.88.52.170

Document emailed to Vince Line (VLine@arapahoegov.com) for signature
07/25/2016 - 9:35:38 MDT

Document viewed by Vince Line (VLine@arapahoegov.com)
07/25/2016 - 9:37:19 MDT - IP address: 65.113.226.130

Document e-signed by Vince Line (VLine@arapahoegov.com)
Signature Date: 07/25/2016 - 11:49:37 MDT - Time Source: server - IP address: 65.113.226.130

✅ Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoegov.com), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)
07/25/2016 - 11:49:37 MDT

Signature Certificate
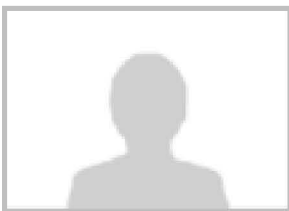
RightSignature
Easy Online Document Signing

John Camper
Party ID: J2F8TAJ52IFJ4UJI4BLJFG
IP Address: 72.174.108.83
VERIFIED EMAIL: johnc@gjcity.org

Electronic Signature:

Multi-Factor Digital Fingerprint Checksum	477f6ed35e654c329b3a194c84600c6b39b6f300

Jeff Poore
Party ID: EFRK9SJHYKXWWMU832HZ2B
IP Address: 71.33.161.84
VERIFIED EMAIL: jeff.poore@numerica.us

Electronic Signature:

Multi-Factor Digital Fingerprint Checksum	8fa458fe89447a61427462747a1eb85f1c4c5fdb

---

David Shipley
Party ID: D8MJAAJYT4MA6WRHHZTS59
IP Address: 67.230.204.5
VERIFIED EMAIL: dshipley@adcogov.org

Electronic Signature:

Multi-Factor Digital Fingerprint Checksum	c6f67526553b52091c0e0da3a0ebb09ff68d269a

---

Timestamp	Audit
2016-08-29 15:56:41 -0700	All parties have signed document. Signed copies sent to: Nick Coult, John Camper, Jeff Poore, David Shipley, and Ryan Tharp.
2016-08-29 15:56:40 -0700	Document signed by David Shipley (dshipley@adcogov.org) with drawn signature. - 67.230.204.5
2016-08-29 15:54:51 -0700	Document viewed by David Shipley (dshipley@adcogov.org). - 67.230.204.5
2016-08-29 07:37:19 -0700	Document signed by John Camper (johnc@gjcity.org) with drawn signature. - 72.174.108.83
2016-08-29 07:35:09 -0700	Document viewed by John Camper (johnc@gjcity.org). - 72.174.108.83
2016-08-27 05:35:53 -0700	Document signed by Jeff Poore (jeff.poore@numerica.us) with drawn signature. - 71.33.161.84
2016-08-27 05:35:01 -0700	Document viewed by Jeff Poore (jeff.poore@numerica.us). - 71.33.161.84
2016-08-26 17:48:47 -0700	Document created by Ryan Tharp (rtharp@fwlaw.com). - 38.88.52.170

This signature page provides a record of the online activity executing this contract.

Janet Harrell

From: Jim Finlayson
Sent: Monday, December 12, 2016 12:41 PM
To: Stephanie Tuin <stepht@gjcity.org>
Subject: Fw: Document Grand_Junction_RDW_Joinder_Agreement.pdf is complete

Hi Steph,

John is correct that we are no longer using Coplink. We don't have an agreement directly with Numerica. Its a complicated arrangement through the Colorado Information Sharing Consortium that Chief Camper signed in August. The email below is the email that accompanied the signed document that is attached.

Jim Finlayson
IT Director
City of Grand Junction

From: John Camper
Sent: Monday, August 29, 2016 5:28 PM
To: Paula Creasy; John Zen; Jim Finlayson
Subject: Fw: Document Grand_Junction_RDW_Joinder_Agreement.pdf is complete

John Camper, Chief of Police
Grand Junction Police Department
555 Ute Avenue
Grand Junction, CO 81501
970-549-5100

From: RightSignature.com <documents@rightsignature.com>
Sent: Monday, August 29, 2016 4:57 PM
To: John Camper
Subject: Document Grand_Junction_RDW_Joinder_Agreement.pdf is complete

Hello John Camper,

This document has been signed by John Camper, Jeff Poore, and David Shipley and is now complete.

1

Filename: Grand_Junction_RDW_Joinder_Agreement.pdf
Reference #: 8RT5ITJALLXACWG6V83NV2
Subject: Grand Junction RDW Joinder
Message: Please sign Grand Junction's joinder.

GJ has 110 officers so gets $2,200 in Lumen credit.

Grand Junction is taking 1 analyst license and 22 dashboard licenses ($46 each), for a total of $2,182.

For your convenience, a pdf of the completed document is attached to this email.

To view this document on RightSignature, follow this link:
https://rightsignature.com/documents/8RT5ITJALLXACWG6V83NV2?rt=0fc0673da5ae4483a12c85db93c82a02

Thank you for using RightSignature!

--

Citrix RightSignature™: Electronic Signature, e-Signature ...

rightsignature.com

Citrix RightSignature is the fast, easy electronic signature software that's built for business. Start getting documents signed online now -- try it free!